

ABSTRACT: 4974	OPENING DATE: 4/4/2011 11:00 pm
SOLICITATION NO. RFB 4974	SUPPLIES OR SERVICES: Armored Car Services

OFFEROR / BIDDER	BASIS OF AWARD	
Common Weath INTL	542,330.28	
looms	9840.60	
Dunbar	2,288,974.11	

BIDS TO DEPARTMENT:

DATE: 4/4/11

Received _____

DISTRIBUTION:

☐ FRONT DESK
☐ PCO

DATE: 4/4/11

BID CLERK: _____

BID OFFICER: _____

This abstract ONLY indicates the APPARENT low bidder. Conditions that may displace an apparent low bidder include, but are not limited to: math errors, conditioning of bid, mistake in bid, failing pre-award survey, and the bid being non-responsive.

BIDS RECEIVED

SECTION A

**COUNTY OF SAN DIEGO
REQUEST FOR BID
This is not an order**

MAIL OR DELIVER TO:

DEPARTMENT OF PURCHASING & CONTRACTING
COUNTY OF SAN DIEGO, RFB No. 4974
10089 WILLOW CREEK ROAD, SUITE 150
SAN DIEGO, CA 92131

FOR INFORMATION, PLEASE E-MAIL
JACLYN B. SMITH AT JACLYN.BORILLO@SDCOUNTY.CA.GOV

BID OPENING DATE:

APRIL 4, 2011, 11:00 AM LOCAL TIME

AWARD WILL BE MADE TO THE LOWEST RESPONSIVE,
RESPONSIBLE BIDDER BASED ON:

- [] ALL OR NONE
[] EACH LOT
[XX] TOTAL PRICE
[] EACH ITEM
[] OTHER (SEE PRICE PAGE)

RFB #4974 must be received at the above address before
11:00 AM on April 4, 2011

PLEASE STATE YOUR LOWEST PRICE
F.O.B. DESTINATION AND BRAND NAME
OR TRADE NAME IF APPLICABLE.

UNSPSC COMMODITY CODE: 921215.01

(PLEASE USE TYPEWRITER OR BLACK INK)
YOUR ENVELOPE MUST INCLUDE RFB NO. 4974

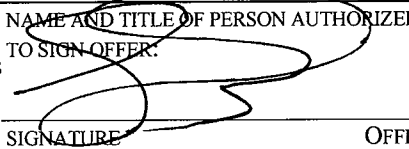
DESCRIPTION

The County of San Diego is requesting bids from qualified firms to provide armored car services to ensure the protection and safe transportation of the County's cash, checks, coins, or any other valuable item(s) from various County facilities to the bank on a regular basis, as required by each of locations designated by the Treasurer-Tax Collector.

The initial term will be for one (1) year with three (3) one-year option renewal option periods, through April 30, 2015, to provide armored car services in accordance with the terms & conditions and the statement of work (SOW) reflected herein.

A pre-bid conference will be held on March 14, 2011, 1:00 PM at the offices of the County of San Diego Department of Purchasing and Contracting, 10089 Willow Creek Road, Suite 150, San Diego, CA 92131. Questions regarding process will be addressed and requests for clarification related to definition or interpretation of this RFB shall be requested in writing and submitted via e-mail to jaclyn.borillo@sdcounty.ca.gov

Bidder Acknowledges Addendum No. 1 [X] 2 [X] 3 [X] 4 [X] 5 [X]

SUBJECT TO ACCEPTANCE WITHIN 90 DAYS		PAYMENT TERMS NET 30 DAYS OR % DAY	
NAME AND ADDRESS OF BIDDER (TYPE OR PRINT) Commonwealth Int'l STREET, CITY, STATE, ZIP 12356 Barringer St., S. El Monte, CA 91733		NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER: 	
TELEPHONE: NUMBER (626) 279-9201		03/30/11	
FAX TELEPHONE: (626) 279-9240		SIGNATURE OFFEROR DATE	
E-MAIL emil@armoredtrans.com		PRINTED NAME: Emil Ayad	

NOTIFICATION OF AWARD -		(THIS SECTION FOR COUNTY USE ONLY)	
ACCEPTANCE AS TO ITEM(S) NUMBERED:		COUNTY OF SAN DIEGO	
(VC No.)		By: DATE	
(CONTRACTING OFFICER)			
TOTAL AMOUNT	AWARD No.	NAME AND TITLE OF CONTRACTING OFFICER	
P&C 600 Form			

SUBMIT THIS COMPLETED FORM AS THE COVER PAGE OF THE BID

REQUEST FOR BIDS (RFB) NO. 4974
COUNTY OF SAN DIEGO, TREASURER TAX COLLECTOR
ARMORED CAR SERVICES
SECTION A - REPRESENTATIONS AND CERTIFICATIONS

County of San Diego
Department of Purchasing and Contracting
REPRESENTATIONS AND CERTIFICATIONS

The following representations and certifications are to be completed, signed and returned with the offer.

1. **NOT-FOR-PROFIT ORGANIZATIONS**
Attach proof of status and omit Paragraph 3.
2. **INTERLOCKING DIRECTORATE**
In accordance with Board of Supervisors Policy A-79, if Offeror is a non-profit as indicated in paragraph 1 above, Offeror is required to identify any related for-profit subcontractors in which an interlocking directorate, management or ownership relationship exists. By submission of this offer, Offeror certifies it will not enter into a subcontract relationship with a related for-profit entity if Offeror is a non-profit entity. If Offeror is a non-profit and will be subcontracting with a related for-profit entity, Offeror must list the entity(ies) below and the contract must be approved by the Board of Supervisors

List of for-profit entity(ies): _____
If more than 1, attach a separate sheet listing them all.
3. **BUSINESS REPRESENTATION**
 - 3.1. **DEFINITION OF A DISABLED VETERANS BUSINESS ENTERPRISE**
"Disabled Veterans Business Enterprise" means a business which is at least fifty-one (51%) owned and operated by one or more veterans with a service related disability as certified by Equal Opportunity Management Office (EOMO), California Department of General Services, Office of Small Business and members of Joint Agencies Contracting Opportunities (JACO), (California Military and Veterans code, Article 6, section 999).
 - 3.2. **REPRESENTATION AS DISABLED DEBARMENT, SUSPENSION AND RELATED MATTERS**
This Offeror represents as a part of this offer that the ownership, operation and control of the business, in accordance with the specific definition in 3.1, I am currently certified by (Government Agency): _____
4. **CERTIFICATE REGARDING DEBARMENT, SUSPENSION AND RELATED MATTERS**
Offeror hereby certifies to the best of its knowledge that neither it nor any of its officers:
 - 4.1. Are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency; and
 - 4.2. Have within a three (3) year period preceding this agreement been convicted of or had a civil judgment rendered against them for commission of fraud or criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; and
5. **CERTIFICATE OF CURRENT COST OR PRICING**
This is to certify that, to the best of my knowledge and belief, cost and/or pricing data submitted with this offer, or specifically identified by reference if actual submission of the data is impracticable, is/are accurate, complete, and current as of the date signed below.
6. **CERTIFICATE OF INDEPENDENT PRICING**
By submission of this offer, each Offeror certifies, and in the case of a joint offers, each party thereto certifies as to its own organization, that in relation to this procurement
 - 6.1. The prices in this offer have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with other Offeror; with any competitor; or with any County employee(s) or consultant(s) involved in this or related procurements; and
 - 6.2. Unless otherwise required by law, the prices which have been quoted in this offer have not been knowingly disclosed by the Offeror and will not knowingly be disclosed by the Offeror prior to opening, in the case of a bid, or prior to award, in the case of a proposal, directly or indirectly to any other Offeror or to any competitor; and
 - 6.3. No attempt has been made or will be made by the Offeror to induce any other person or firm to submit or not to submit an offer for the purpose of restricting competition.
7. The Offeror understands that prior to receiving a contract award from the County, the Offeror must submit a completed IRS W-9 form to provide a Federal Tax ID number, or if not available, to provide a Social Security Number (SSN).

CERTIFICATION

The information furnished in Paragraphs 1 through 7 is certified to be factual and correct as of the date submitted and this certification is made under penalty of perjury under the laws of the State of California.

Name: Emil Ayad

Signature: _____

Title: Vice President

Date: 03/30/11

SUBMIT THIS FORM AS DIRECTED IN THE REQUEST FOR SOLICITATION DOCUMENTS OR WITH THE OFFER

DPC 201 (05-03-10)

SUBMIT THIS FORM AS DIRECTED IN THE REQUEST FOR BIDS

REQUEST FOR BIDS (RFB) NO. 4974
COUNTY OF SAN DIEGO, TREASURER TAX COLLECTOR
ARMORED CAR SERVICES
SECTION A - CONTRACT CONFLICT CERTIFICATION

THE FOLLOWING CONTRACT CONFLICT CERTIFICATION IS TO BE COMPLETED, SIGNED AND RETURNED AS DIRECTED IN THE REQUEST FOR SOLICITATION DOCUMENTS OR WITH THE OFFER. FAILURE TO COMPLY MAY RESULT IN YOUR SUBMITTAL OR YOUR OFFER BEING REJECTED.

Please attach your disclosure(s) to this certification for the following three items. If you have no disclosures please write "NONE" above the below signature block.

1. The name, contract number, and short description of all Contracts You have or have had with the County of San Diego which involves the same or similar subject matter as is involved in this procurement.
2. The name, contract number, and short description of all Contracts that any of Your employees have or have had with the County of San Diego and which involve the same or similar subject matter as is involved in this procurement.
3. The name, contract number, and short description of all Contracts that Your spouse has or has had with the County of San Diego and which involve the same or similar subject matter as is involved in this procurement.

For purposes of this certification the following terms shall be defined as:

"Contracts" means any memoranda of understanding, memoranda of agreement, letter agreements, contracts, sub-contracts, consultant agreements or agreements in any form, whether written or oral.

"You" or "Your" means i) for individuals, the individual and any partnership, corporation, or limited liability partnership of which the individual is a member or shareholder, and ii) for other legal entities, the entity itself and any partnership, corporation, or limited liability partnership of which the legal entity is a member or shareholder.

I certify under penalty of perjury under the laws of the State of California that the information attached hereto and disclosed in accordance with this certification is true and correct.

NO DISCLOSURES

Company/Organization: Commonwealth International, Inc.

Signature:  **Date:** 03/30/11

Name: Emil Ayad **Title:** Vice President

**SUBMIT THIS FORM AS DIRECTED IN THE REQUEST FOR SOLICITATION DOCUMENTS
OR WITH THE OFFER**

Contract Conflict Certification 01-21-11 v.4

REQUEST FOR BID (RFB) #4974
COUNTY OF SAN DIEGO, TREASURER-TAX COLLECTOR
ARMORED CAR SERVICES
SECTION A - PRICING SCHEDULE

DEPARTMENT	LOCATIONS	PICK UP TIME	SERVICE DAYS	RATE PER MONTH 5/1/2011-4/30/2012	RATE PER MONTH 5/1/2012-4/30/2013	RATE PER MONTH 5/1/2013-4/30/2014	RATE PER MONTH 5/1/2014-4/30/2015
ANIMAL SERVICES	5480 Gaines Street, San Diego CA 92110	1:00-4:00PM	Tuesday-Saturday	\$292.71	\$292.71	\$292.71	\$292.71
ANIMAL SERVICES	5821 Sweetwater Road, Bonita, CA 91902	1:00-4:00PM	Tuesday-Saturday	\$292.71	\$292.71	\$292.71	\$292.71
ANIMAL SERVICES	2481 Palomar Airport Road, Carlsbad CA 92071	1:00-4:00PM	Tuesday-Saturday	\$292.71	\$292.71	\$292.71	\$292.71
AIR POLLUTION CONTROL DISTRICT	10124 Old Grove Road, San Diego, CA 92131	3:00-4:00PM	Monday- Friday	\$292.71	\$292.71	\$292.71	\$292.71
ASSESSOR/RECORDER	1600 Pacific Hwy Room 162, San Diego CA, 92101	2:00-4:00PM	Monday- Friday	\$292.71	\$292.71	\$292.71	\$292.71
ASSESSOR/RECORDER	590 3rd Ave., Chula Vista, Ca 91910	2:00-4:00PM	Monday- Friday	\$292.71	\$292.71	\$292.71	\$292.71
ASSESSOR/RECORDER	200 So. Magnolia Ave, El Cajon, CA 92020	2:00-4:00PM	Monday- Friday	\$292.71	\$292.71	\$292.71	\$292.71
ASSESSOR/RECORDER	141 E. Carmel St., San Marcos, CA 92078	1:00-3:30PM	Monday- Friday	\$292.71	\$292.71	\$292.71	\$292.71
ASSESSOR/RECORDER	9225 Clairemont Mesa Blvd., San Diego, CA 92123	11:00-2:00PM	Monday- Friday	\$292.71	\$292.71	\$292.71	\$292.71
AUDITOR & CONTROLLER-REVENUE & RECOVERY	625 Broadway, San Diego, Ca 92101	11:00-3:30PM	Monday- Friday	\$292.71	\$292.71	\$292.71	\$292.71
AUDITOR & CONTROLLER-REVENUE & RECOVERY	222 West C Street, San Diego, CA	2:00-4:00PM	Monday- Friday	\$292.71	\$292.71	\$292.71	\$292.71
AUDITOR & CONTROLLER-REVENUE & RECOVERY	3977 Ohio Street, San Diego, CA 92104	11:00-3:30PM	Monday- Friday	\$292.71	\$292.71	\$292.71	\$292.71
AUDITOR & CONTROLLER-REVENUE & RECOVERY	325 S. Melrose Dr. Ste. 2000, Vista, CA 92081	1:00-4:00PM	Monday- Friday	\$292.71	\$292.71	\$292.71	\$292.71
AUDITOR & CONTROLLER-REVENUE & RECOVERY	250 E. Main Street, El Cajon, CA 92020	10:00-12:00PM	Monday- Friday	\$292.71	\$292.71	\$292.71	\$292.71
DEPARTMENT OF CHILD SUPPORT SERVICES	220 W. Broadway, San Diego, CA 92101	3:00-4:00PM	Monday- Friday	\$292.71	\$292.71	\$292.71	\$292.71
DEPARTMENT OF CHILD SUPPORT SERVICES	325 So. Melrose Dr., Vista, CA 92081	3:00-4:00PM	Monday- Friday	\$292.71	\$292.71	\$292.71	\$292.71
ENVIRONMENTAL HEALTH	1255 Imperial Avenue, San Diego, CA	11:00-3:00PM	Monday- Friday	\$292.71	\$292.71	\$292.71	\$292.71
HEALTH & HUMAN SERVICES AGENCY - EDGEMOOR HOSPITAL	9065 Edgemoor Drive, Santee, CA	11:00-4:00PM	Monday- Friday	\$292.71	\$292.71	\$292.71	\$292.71
HEALTH & HUMAN SERVICES AGENCY	3851 Rosecrans, San Diego, CA	11:00-4:00PM	Monday- Friday	\$292.71	\$292.71	\$292.71	\$292.71
HEALTH & HUMAN SERVICES AGENCY	5201 Ruffin Road, Suite A, San Diego, CA 92123	11:00-4:00PM	Monday- Friday	\$292.71	\$292.71	\$292.71	\$292.71
HEALTH & HUMAN SERVICES AGENCY - EMERGENCY MEDICAL SERVICES	6255 Mission Gorge Road, San Diego, CA	11:00-4:00PM	Tuesday - Friday	\$234.17	\$234.17	\$234.17	\$234.17
LIBRARY	5555 Overland Ave., Bldg. 15 San Diego, CA 92123	10:00-4:00PM	Monday- Friday	\$292.71	\$292.71	\$292.71	\$292.71
PLANNING AND LAND USE	5201 Ruffin Road San Diego, CA 92123	9:00-3:00PM	Monday- Friday	\$292.71	\$292.71	\$292.71	\$292.71
PLANNING AND LAND USE	151 E. Carmel St. San Marcos, CA 92069	9:00-3:00PM	Monday- Friday	\$292.71	\$292.71	\$292.71	\$292.71
PROBATION - SOUTH BAY	1727 Sweetwater Rd., San Diego, CA 91950	7:30-4:00PM	Friday	\$58.54	\$58.54	\$58.54	\$58.54
PROBATION - JUVENILE	2901 Meadowlark Drive, San Diego, CA 92123	8:00-4:00PM	Monday- Friday	\$292.71	\$292.71	\$292.71	\$292.71
PROBATION	9444 Balboa Avenue, Suite # 500, San Diego, CA 92123	11:30-2:30PM	Monday- Friday	\$292.71	\$292.71	\$292.71	\$292.71
PROBATION - WORK PROJECT	5201 Ruffin Road Suite R, San Diego, CA 92123	2:00-4:00PM	Monday- Friday	\$292.71	\$292.71	\$292.71	\$292.71
SHERIFFS- COURT SERVICES	220 W. Broadway, San Diego, CA 92101	11:00-12:00PM	Monday- Friday	\$292.71	\$292.71	\$292.71	\$292.71

REQUEST FOR BID (RFB) #4974
COUNTY OF SAN DIEGO, TREASURER-TAX COLLECTOR
ARMORED CAR SERVICES
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SHERIFFS- COURT SERVICES	8950 Clairemont Mesa Blvd., San Diego, CA 92123	11:00-12:00PM	Monday- Friday	\$292.71	\$292.71	\$292.71	\$292.71
SHERIFFS- COURT SERVICES	250 E. Main Street, El Cajon, CA 92020	11:00-12:00PM	Monday- Friday	\$292.71	\$292.71	\$292.71	\$292.71
SHERIFFS- COURT SERVICES	325 So. Melrose Dr. # 200, Vista, CA 92083	11:30-2:00PM	Monday- Friday	\$292.71	\$292.71	\$292.71	\$292.71
SHERIFFS- COURT SERVICES	500 Third Ave, Chula Vista, CA 91910	11:00-12:00PM	Monday- Friday	\$292.71	\$292.71	\$292.71	\$292.71
SHERIFFS- COURT SERVICES	500 3rd Ave, Chula Vista, CA 91911	11:00-12:00PM	Monday- Friday	\$292.71	\$292.71	\$292.71	\$292.71
SHERIFF'S DEPARTMENT- GEORGE BAILEY DETENTION FACILITY	446 Alta Road, San Diego, CA 92158	1:00-3:00PM	Tuesday & Thursday	\$117.09	\$117.09	\$117.09	\$117.09
SOUTH BAY DETENTION FACILITY	500 3rd Ave., Chula Vista, CA 91911	11:00-12:00PM	Thursday	\$58.54	\$58.54	\$58.54	\$58.54
TREASURER/TAX COLLECTOR	1600 Pacific Hwy Room 162, San Diego CA, 92101	2:00-4:00PM	Monday- Friday	\$292.71	\$292.71	\$292.71	\$292.71
TREASURER/TAX COLLECTOR	590 3rd Ave., Chula Vista, Ca 91910	2:00-4:00PM	Monday- Friday	\$292.71	\$292.71	\$292.71	\$292.71
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TREASURER/TAX COLLECTOR	9225 Clairemont Mesa Blvd., San Diego, CA 92123	2:00-4:00PM	Monday- Friday	\$292.71	\$292.71	\$292.71	\$292.71
TOTAL MONTHLY RATES FOR THE INITIAL CONTRACT TERM - 5/1/2011 THROUGH 4/30/2012:				\$11,298.61			
TOTAL MONTHLY RATES FOR THE INITIAL CONTRACT TERM - 5/1/2012 THROUGH 4/30/2013:					\$11,298.61		
TOTAL MONTHLY RATES FOR THE INITIAL CONTRACT TERM - 5/1/2013 THROUGH 4/30/2014:						\$11,298.61	
TOTAL MONTHLY RATES FOR THE INITIAL CONTRACT TERM - 5/1/2014 THROUGH 4/30/2015:							\$11,298.61
TOTAL MONTHLY RATES FOR ENTIRE CONTRACT TERM:							\$45,194.44
TOTAL (TOTAL MONTHLY RATES FOR ENTIRE CONTRACT TERM X 48) FOR ENTIRE CONTRACT TERM:							\$542,333.28

Bureau of Security and Investigative Services



Private Patrol Operator

LICENSE NO. PPO 15336

ISSUE DATE JUNE 7, 2005

VALID UNTIL JUNE 30, 2009

COMMONWEALTH INTERNATIONAL

12356 BARRINGER ST
SO EL MONTE CA 91733

The above is licensed as a Sole Ownership with the State Bureau of Security and Investigative Services.

JOSE VECASCO

QUALIFIED MANAGER/OWNER



Bureau of Security and Investigative Services
P.O. BOX 989002
West Sacramento, CA 95798-9002
(916) 322-4000

PRIVATE PATROL OPERATOR

LICENSE NO. PPO 15336
RECEIPT NO. 13400110

VALID UNTIL JUNE 30, 2011

COMMONWEALTH INTERNATIONAL
12356 BARRINGER ST
SO EL MONTE CA 91733

In accordance with the provisions of Division 3, Chapter 11.5 of the Business and Professions Code, the company named hereon is issued a Private Patrol Operator License Renewal.

15/20/09

15/20/09

----- NON-TRANSFERABLE --- POST IN PUBLIC VIEW -----

WPippo 02/29/09

BUSINESS LICENSE**CITY OF SOUTH EL MONTE**

The person, firm or corporation named below is granted this certificate pursuant to the provisions of the City Business Tax Ordinance to engage in, carry on or conduct the business, trade, calling, profession, exhibition or occupation described below. Issuance of certificate is not an endorsement, nor certification of compliance with other ordinances or laws, nor an assurance that the proposed use is in conformance with the city zoning relations. The certificate is issued without verification that the taxpayer is subject to or exempt from licensing by the State of California.

BUSINESS NAME: Commonwealth International, Inc.

BUSINESS CLASS/TYPE: 071

BUSINESS LOCATION: 12356 Barringer Ave.
South El Monte, CA 91733

DESCRIPTION: PROFESSIONAL-REGISTRATION

BUSINESS OWNER: Jose L. Velasco

COMMONWEALTH INTERNATIONAL, INC.
12356 BARRINGER AVE.
SOUTH EL MONTE, CA 91733

Business License Number: 007421

No. of Employees: 6

Effective Date: February 23, 2010

Expiration Date: February 28, 2011

TO BE POSTED IN A CONSPICUOUS PLACE


City Manager

NOT TRANSFERABLE

**City of South El Monte
Certificate of Registration**

This certifies that the building or structure or part thereof as described herein, complies with provisions of the Zoning Ordinance and Building Code for the following use(s) and occupancy group(s). No change shall be made in the character of occupancy or use of building or structure thereof without prior approval.

Business Name: COMMONWEALTH INTERNATIONAL, INC.

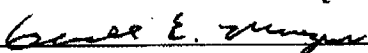
Building Address: 12356 BARRINGER STREET

Use of Building (or Portion): ARMORED SERVICE

Business Owner: JOSE L. VELASCO

Address: 12356 BARRINGER STREET, SOUTH EL MONTE, CA 91733

Occupancy Group: S1-B

By: 
Date: 07-24-06

NEXT BID

SECTION A

COUNTY OF SAN DIEGO
REQUEST FOR BID
This is not an order

MAIL OR DELIVER TO:

DEPARTMENT OF PURCHASING & CONTRACTING
COUNTY OF SAN DIEGO, RFB No. 4974
10089 WILLOW CREEK ROAD, SUITE 150
SAN DIEGO, CA 92131

FOR INFORMATION, PLEASE E-MAIL
JACLYN B. SMITH AT JACLYN.BORILLO@SDCOUNTY.CA.GOV

BID OPENING DATE:

APRIL 4, 2011, 11:00 AM LOCAL TIME

AWARD WILL BE MADE TO THE LOWEST RESPONSIVE,
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- ☐ ALL OR NONE
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RFB #4974 must be received at the above address before
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UNSPSC COMMODITY CODE: 921215.01

(PLEASE USE TYPEWRITER OR BLACK INK)
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Bid submission is subject to our submitted response.

Bidder Acknowledges Addendum No. 1 | 2 | 3 | 4 | 5 |

SUBJECT TO ACCEPTANCE WITHIN 90 DAYS

PAYMENT TERMS NET 30 DAYS OR % DAY

NAME AND ADDRESS OF BIDDER (TYPE OR PRINT)
STREET, CITY, STATE, ZIP 2500 CityWest Blvd #900
Houston, TX 77042

NAME AND TITLE OF PERSON AUTHORIZED
TO SIGN OFFER: Sarah Kattapong, VP Finance & Acctg Services

TELEPHONE: NUMBER () 713-435-6700

FAX TELEPHONE: () 713-435-6928

SIGNATURE OFFEROR DATE

E-MAIL Sarah.Kattapong@us.loomis.com

PRINTED NAME: SARAH KATTAPONG

NOTIFICATION OF AWARD -
ACCEPTANCE AS TO ITEM(S) NUMBERED:

(THIS SECTION FOR COUNTY USE ONLY)
COUNTY OF SAN DIEGO

(VC No.)

By: DATE
(CONTRACTING OFFICER)

TOTAL AMOUNT
P&C 600 Form

AWARD NO.

NAME AND TITLE OF CONTRACTING OFFICER

SUBMIT THIS COMPLETED FORM AS THE COVER PAGE OF THE BID

REQUEST FOR BIDS (RFB) NO. 4974
COUNTY OF SAN DIEGO, TREASURER TAX COLLECTOR
ARMORED CAR SERVICES
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County of San Diego
Department of Purchasing and Contracting

REPRESENTATIONS AND CERTIFICATIONS

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List of for-profit
entity(ies): N/A

If more than 1, attach a separate sheet listing them all.

3. **BUSINESS REPRESENTATION**

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"Disabled Veterans Business Enterprise" means a business which is at least fifty-one (51%) owned and operated by one or more veterans with a service related disability as certified by Equal Opportunity Management Office (EOMO), California Department of General Services, Office of Small Business and members of Joint Agencies Contracting Opportunities (JACO), (California Military and Veterans code, Article 6, section 999).

3.2. **REPRESENTATION AS DISABLED DEBARMENT, SUSPENSION AND RELATED MATTERS**

This Offeror represents as a part of this offer that the ownership, operation and control of the business, in accordance with the specific definition in 3.1, I am currently certified by (Government Agency):

Certification #: N/A

4. **CERTIFICATE REGARDING DEBARMENT, SUSPENSION AND RELATED MATTERS**

Offeror hereby certifies to the best of its knowledge that neither it nor any of its officers:

- 4.1. Are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency; and
- 4.2. Have within a three (3) year period preceding this agreement been convicted of or had a civil judgment rendered against them for commission of fraud or criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; and

- 4.3. Are presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with the commission of any of the offenses enumerated in paragraph 4.2 of this certification; and

- 4.4. Have within a three (3) year period preceding this agreement had one or more public transactions (Federal, State or local) terminated for cause or default.

- 4.5. Are presently the target or subject of any investigation, accusation or charges by any Federal, State or local law enforcement, licensing or certification body and if they are, the appropriate information is included in the proposal, as requested in the Submittal Requirements.

- 4.6. Contractor will report in writing to the County Department of Purchasing and Contracting within five business days of knowing or have any reason to know any change in status as certified in the preceding paragraphs 4.1 through 4.5, and that occur prior to award (in the case of bids) and contract execution (in the case of negotiated procurements).

5. **CERTIFICATE OF CURRENT COST OR PRICING**

This is to certify that, to the best of my knowledge and belief, cost and/or pricing data submitted with this offer, or specifically identified by reference if actual submission of the data is impracticable, is/are accurate, submission of the data is impracticable, is/are accurate, complete, and current as of the date signed below.

6. **CERTIFICATE OF INDEPENDENT PRICING**

By submission of this offer, each Offeror certifies, and in the case of a joint offers, each party thereto certifies as to its own organization, that in relation to this procurement:

- 6.1. The prices in this offer have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with other Offeror; with any competitor; or with any County employee(s) or consultant(s) involved in this or related procurements; and

- 6.2. Unless otherwise required by law, the prices which have been quoted in this offer have not been knowingly disclosed by the Offeror and will not knowingly be disclosed by the Offeror prior to opening, in the case of a bid, or prior to award, in the case of a proposal, directly or indirectly to any other Offeror or to any competitor; and

- 6.3. No attempt has been made or will be made by the Offeror to induce any other person or firm to submit or not to submit an offer for the purpose of restricting competition.

7. The Offeror understands that prior to receiving a contract award from the County, the Offeror must submit a completed IRS W-9 form to provide a Federal Tax ID number, or if not available, to provide a Social Security Number (SSN).

CERTIFICATION

The information furnished in Paragraphs 1 through 7 is certified to be factual and correct as of the date submitted and this certification is made under penalty of perjury under the laws of the State of California.

Name: Sarah Kattapong

Title: VP Finance & Acctg Services

Signature: 

Date: SARAH KATTAPONG

SUBMIT THIS FORM AS DIRECTED IN THE REQUEST FOR SOLICITATION DOCUMENTS OR WITH THE OFFER

DPC 201 (05-03-10)

SUBMIT THIS FORM AS DIRECTED IN THE REQUEST FOR BIDS

REQUEST FOR BIDS (RFB) NO. 4974
COUNTY OF SAN DIEGO, TREASURER TAX COLLECTOR
ARMORED CAR SERVICES
SECTION A - CONTRACT CONFLICT CERTIFICATION

THE FOLLOWING CONTRACT CONFLICT CERTIFICATION IS TO BE COMPLETED, SIGNED AND RETURNED AS DIRECTED IN THE REQUEST FOR SOLICITATION DOCUMENTS OR WITH THE OFFER. FAILURE TO COMPLY MAY RESULT IN YOUR SUBMITTAL OR YOUR OFFER BEING REJECTED.

Please attach your disclosure(s) to this certification for the following three items. If you have no disclosures please write "NONE" above the below signature block.

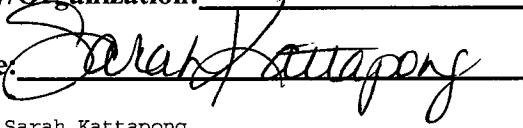
1. The name, contract number, and short description of all Contracts You have or have had with the County of San Diego which involves the same or similar subject matter as is involved in this procurement.
2. The name, contract number, and short description of all Contracts that any of Your employees have or have had with the County of San Diego and which involve the same or similar subject matter as is involved in this procurement.
3. The name, contract number, and short description of all Contracts that Your spouse has or has had with the County of San Diego and which involve the same or similar subject matter as is involved in this procurement.

For purposes of this certification the following terms shall be defined as:

"Contracts" means any memoranda of understanding, memoranda of agreement, letter agreements, contracts, sub-contracts, consultant agreements or agreements in any form, whether written or oral.

"You" or "Your" means i) for individuals, the individual and any partnership, corporation, or limited liability partnership of which the individual is a member or shareholder, and ii) for other legal entities, the entity itself and any partnership, corporation, or limited liability partnership of which the legal entity is a member or shareholder.

I certify under penalty of perjury under the laws of the State of California that the information attached hereto and disclosed in accordance with this certification is true and correct.

Company/Organization: Loomis Armored US, LLC
Signature:  **Date:** 3/31/11
Name: Sarah Kattapong **Title:** VP Finance & Acctg Services

**SUBMIT THIS FORM AS DIRECTED IN THE REQUEST FOR SOLICITATION DOCUMENTS
OR WITH THE OFFER**

Contract Conflict Certification 01-21-11 v.4

REQUEST FOR BIDS (RFB) NO. 4974
COUNTY OF SAN DIEGO, TREASURER TAX COLLECTOR
ARMORED CAR SERVICES
SECTION A - TAX WITHHOLDINGS

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REQUEST FOR BIDS (RFB) NO. 4974
COUNTY OF SAN DIEGO, TREASURER TAX COLLECTOR
ARMORED CAR SERVICES
SECTION A - PRICING SCHEDULE

THE PRICING SCHEDULE IS POSTED TO BUYPNET AS A SEPARATE ATTACHMENT.

Bidders should be sure to read and complete, in its entirety, the Pricing Schedule.

Award will be made to the lowest, responsive, responsible bidder based on the total price for the entire contract term May 1, 2011 through April 30, 2015 as stated on the Pricing Schedule.

REQUEST FOR BIDS (RFB) NO. 4974
COUNTY OF SAN DIEGO, TREASURER TAX COLLECTOR
ARMORED CAR SERVICES
SECTION B – INSTRUCTIONS TO BIDDERS

A. PRICING YOUR BID

1. Bid on each item separately. Prices should be stated per unit(s) specified herein. Bids that are materially unbalanced will be rejected as non-responsive.
2. All prices shall be F.O.B. destination. Bids other than F.O.B. destination shall be considered non-responsive and will be rejected. Prices shall include all freight charges.
3. Unless otherwise specified, prices bid herein should not include California sales/use tax or Federal excise tax. The County generally is required to pay California sales/use tax, and it should be shown as a separate item on invoices. The County is exempt from payment of Federal excise tax. It must not be included in invoices.
4. All prices and notations must be in ink or typewritten. No erasures permitted. Mistakes may be crossed out and corrected and must be initialed in ink by persons signing the bid.
5. Discounts of less than thirty (30) days will not be considered in evaluation of bids to determine overall apparent low bidder.

B. SUBMITTING YOUR BID

1. **RFB NO. 4974** shall normally be made available on the County of San Diego's BuyNet site <http://buynet.sdcounty.ca.gov>. Firms may request a hard copy from Purchasing and Contracting Clerical Section (858-537-2501).
2. Submit the completed PC 600, the completed Representations and Certifications, and the Pricing Schedule. Each bid must be in a separate sealed envelope with bid number on the outside and must be delivered to the County Purchasing and Contracting Department, Front Desk (where it will be time stamped to indicate time of receipt), **10089 Willow Creek Road, Suite 150, San Diego, CA 92131, no later than 11:00 AM on MONDAY April 4, 2011.** Bids will be publicly opened at that time.
3. Failure to bid on authorized County form may be cause for rejection of bid.
4. Any bid received at the County Purchasing and Contracting Department after the exact time for receipt will not be considered and will be rejected as a late bid.
5. Late bids will be returned to the bidder unopened unless it is determined that the late receipt was due solely to mishandling by the Purchasing and Contracting Department and such determination is made prior to award.
6. If you do not bid, please return the cover sheet and state reason for not bidding.
7. No oral interpretation shall be made to modify any provisions of any bid specifications. Requests for an interpretation shall be made in writing to the Contracting Officer **no later than 3:00 PM local time on March 21, 2011.**
8. Any vendor who wishes to withdraw its bid must do so before County bid opening. If there are any questions or comments relative to technicalities of the bid, they must be submitted in writing to County Purchasing Director within 24 hours after bid opening.
9. Bids submitted in response to this Request for Bid must be in full conformance with the terms and conditions set forth herein. Furthermore, all specification requirements must be

REQUEST FOR BIDS (RFB) NO. 4974
COUNTY OF SAN DIEGO, TREASURER TAX COLLECTOR
ARMORED CAR SERVICES
SECTION B – INSTRUCTIONS TO BIDDERS

met unless the language of the Request for Bid states that alternate specifications/bids will be considered.

10. Written addenda to the RFB may be issued to provide clarifications or corrections. Addenda to this solicitation will be posted on the County of San Diego's BuyNet site <http://buynet.sdcountry.ca.gov>. It is the offeror's responsibility to check for addenda. The master copy of the solicitation posted to the website shall be considered the original. If a prospective offeror cannot download the solicitation or any document posted thereto, contact Contracts Clerical Support at 858-537-2501 and a hard copy will be mailed to you or you may pick it up at our office.

11. Samples of items, when required, must be furnished free of expense to the County, and if not destroyed by tests will, upon request, be returned at the bidder's expense.

12. All bids must show the firm's legal name and be signed by an authorized officer or employee of that firm. Obligations assumed by such signature must be fulfilled.

C. EVALUATION AND AWARD

1. Bids are subject to acceptance at any time within ninety (90) days after opening of same, unless otherwise stipulated by the County.
2. In determining the lowest bid, only discounts of thirty (30) days or more will be considered. Discounts will be calculated from receipt and acceptance of a properly prepared invoice.
3. Award will be made by the County Department of Purchasing and Contracting, as stated on the cover letter and **Pricing Schedule** to the **lowest responsive, responsible bidder based on the total price for the entire contract term May 1, 2011 through April 30, 2015**. The County reserves the right to waive a variation in specification if, in the opinion of the County, such variation does not materially change the item or its performance within parameters acceptable to the County.
4. The County reserves the right to reject any or all bids and to accept or reject any item(s) thereon, or waive any informality in the bid.
5. In the event of a conflict between unit price bid and bidder's extended price, the unit price will prevail unless price is so obviously unreasonable as to indicate an error. In that event, the bid will be rejected as non-responsive for the reason of inability to determine the intended bid.
6. The County will conduct a pre-award survey of the apparent low bidder. This survey will be used to determine the bidders' capacity to perform under this contract. Items that will be considered will include the contractor's licenses, insurability/bondability, staffing, facilities, equipment, supplies, current financial statements, references, established process for informing County of personnel changes, and performance history.

D. PROTEST PROCEDURES

1. Any protest resulting from this procurement is to be processed as prescribed in Board of Supervisors' Policy A-97, Protest Procedures for Award of Contracts. All protests shall be in writing, be made prior to Award, and be made only by an offeror. Such protests shall clearly

REQUEST FOR BIDS (RFB) NO. 4974
COUNTY OF SAN DIEGO, TREASURER TAX COLLECTOR
ARMORED CAR SERVICES
SECTION B – INSTRUCTIONS TO BIDDERS

state the ground for the protest and the relief sought. Protests shall be filed with the County's contracting office identified in the solicitation package.

2. **For purpose of clarification regarding Board of Supervisors Policy A-97, Protest Procedures for Award of Contracts the posting of the bid abstract is equivalent to the posting of the NOTICE OF INTENT (NOI).**
3. Whenever a contract is contemplated to be awarded to other than the low bidder in a formally advertised procurement, the low bidder shall be so notified five working days prior to award, in addition to the posting of the proposed award in a public place in the Office of the Contracting Office for the same period of time. Copies of Policy A-97 are available upon request from the Clerk of the Board, 1600 Pacific Highway, San Diego, CA 92101.

REQUEST FOR BIDS (RFB) 4974
COUNTY OF SAN DIEGO, TREASURER TAX COLLECTOR
ARMORED CAR SERVICES
SECTION C – STANDARD TERMS AND CONDITIONS

This Agreement ("Agreement") is made and entered into on the date shown on the signature ("Effective Date") by and between the County of San Diego, a political subdivision of the State of California ("County") and Contractor *[enter full corporate title, describe company, located at (complete address)]* ("Contractor"), with reference to the following facts:

RECITALS

- A. Pursuant to Administrative Code section 401, the County's Director of Purchasing and Contracting is authorized to award this Contract for Armored Car Services.
- B. Contractor is specially trained and possesses certain skills, experience, education and competency to perform these services.
- C. The Chief Administrative Officer made a determination that Contractor can perform the services more economically and efficiently than the County, pursuant to Section 703.10 of the County Charter
- D. The Agreement shall consist of this pro forma Agreement, Exhibit A Statement of Work, Exhibit A-1 *[include Contractor's bid or proposal and BAFO as Exhibit A-1 where applicable]*, Exhibit B Insurance Requirements and Exhibit C, *[Payment schedule or Contractor's Budget]*. In the event that any provision of the Pro Forma Agreement or its Exhibits, A, A-1, B or C, conflicts with any other term or condition, precedence shall be: First (1st) the Pro Forma; Second (2nd) Exhibit B; Third (3rd) Exhibit A; Fourth (4th) Exhibit C; and fifth (5th), Exhibit A-1.

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

ARTICLE 1
PERFORMANCE OF WORK

- 1.1 Standard of Performance. Contractor shall, in good and workmanlike manner and in accordance with the highest professional standards, at its own cost and expense, furnish all of the labor, technical, administrative, professional and all other personnel, all supplies and materials, equipment, printing, transportation, facilities, and all other means whatsoever, except as herein otherwise expressly specified to be furnished by County, necessary or proper to perform and complete the work and provide the services required of Contractor by this Agreement.
- 1.2 Contractor's Representative. The person identified on the signature page ("Contractor's Representative") shall ensure that Contractor's duties under this Agreement shall be performed on behalf of the Contractor by qualified personnel; Contractor represents and warrants that (1) Contractor has fulfilled all applicable requirements of the laws of the State of California to perform the services under this Agreement and (2) Contractor's Representative has full authority to act for Contractor hereunder. Contractor and County recognize that the services to be provided by Contractor's Representative pursuant to this Agreement are unique: accordingly, Contractor's Representative shall not be changed during the Term of the Agreement without County's written consent. County reserves the right to terminate this Agreement pursuant to Clause 7.1, below, "Termination for Default", if Contractor's Representative should leave Contractor's employ, or if, in County's judgment, the work hereunder is not being performed by Contractor's Representative.
- 1.3 Contractor as Independent Contractor. Contractor is, for all purposes of this Agreement, an independent Contractor, and neither Contractor nor Contractor's employees or subcontractors shall be deemed to be employees of the County. Contractor shall perform its obligations under this Agreement according to the Contractor's own means and methods of work which shall be in the exclusive charge and under the control of the Contractor, and which shall not be subject to control or supervision by County except as to the results of the work. Neither Contractor nor Contractor's employees or subcontractors shall be entitled to any benefits to which County employees are entitled, including without limitation, overtime, retirement benefits, workers' compensation benefits and injury leave.
- 1.4 Contractor's Agents and Employees or Subcontractors. Contractor shall obtain, at Contractor's expense, all agents, employees and subcontractors required for Contractor to perform its duties under this Agreement, and all such services shall be performed by Contractor's Representative, or under Contractor's Representatives' supervision, by persons authorized by law to perform such services. Retention by Contractor of any agent, employee or subcontractor shall be at Contractor's sole cost and expense, and County shall have no obligation to pay Contractor's agents, employees or subcontractors; to support any such person's or entity's claim against the Contractor; or to defend Contractor against any such claim.

Any subcontract which is in excess of five thousand dollars (\$5,000) or a combination of subcontracts to the same individual or firm for the Agreement period must have prior concurrence of the Contracting Officer Technical

REQUEST FOR BIDS (RFB) 4974
COUNTY OF SAN DIEGO, TREASURER TAX COLLECTOR
ARMORED CAR SERVICES
SECTION C – STANDARD TERMS AND CONDITIONS

Representative. Contractor shall provide Contracting Officer Technical Representative with copies of all other subcontracts relating to this Agreement entered into by Contractor within 30 days after the effective date of the subcontract. Such subcontractors of Contractor shall be notified of Contractor's relationship to County. "Subcontractor" means any entity, other than County, that furnishes to Contractor services or supplies relevant to this Agreement other than standard commercial supplies, office space, and printing services.

- 1.4.1 Contractor Responsibility. In the event any subcontractor is utilized by Contractor for any portion of the project, Contractor retains the prime responsibility for carrying out all the terms of this Agreement, including the responsibility for performance and insuring the availability and retention of records of subcontractors in accordance with this Agreement. No subcontract utilizing funds from this Agreement shall be entered into which has a term extending beyond the ending date of this Agreement.
- 1.4.2 Mandated Clause. All subcontracts shall include the Standard Terms and Conditions required of Contractor herein.
- 1.4.3 County Approval. As identified above, all subcontracts under this Agreement shall have prior written approval of the Contracting Officer Technical Representative.

ARTICLE 2
SCOPE OF WORK

- 2.1 Statement of Work. Contractor shall perform the work described in the "Statement of Work" attached as Exhibit "A" to this Agreement, and by this reference incorporated herein, except for any work therein designated to be performed by County.
- 2.2 Right To Acquire Equipment and Services. Nothing in this Agreement shall prohibit the County from acquiring the same type or equivalent equipment and/or service from other sources, when deemed by the County to be in its best interest.
- 2.3 Responsibility For Equipment. For cost reimbursement Agreements, County shall not be responsible nor be held liable for any damage to persons or property consequent upon the use, misuse, or failure of any equipment used by Contractor or any of Contractor's employees, even though such equipment may be furnished, rented, or loaned to Contractor by County. The acceptance or use of any such equipment by Contractor or Contractor's employees shall be construed to mean that Contractor accepts full responsibility for and agrees to exonerate, indemnify and hold harmless County from and against any and all claims for any damage whatsoever resulting from the use, misuse, or failure of such equipment, whether such damage be to the employee or property of Contractor, other Contractors, County, or other persons. Equipment includes, but is not limited to material, computer hardware and software, tools, or other things.

Contractor shall repair or replace, at Contractor's expense all County equipment or fixed assets that are damaged or lost as a result of Contractor negligence.

- 2.4 Non-Expendable Property Acquisition. County retains title to all non-expendable property, which Contractor may acquire with funds from this Agreement if payment is on a cost reimbursement basis, including property acquired by lease purchase agreement. Contractor may not expend funds under this Agreement for the acquisition of non-expendable property having a unit cost of \$5,000 or more and a normal life expectancy of more than one year without the prior written approval of Contracting Officer Technical Representative. Contractor shall maintain an inventory of non-expendable equipment, including dates of purchase and disposition. Inventory records on expendable equipment shall be retained, and shall be made available to the County upon request, for at least three years following date of disposition.

ARTICLE 3
DISENTANGLEMENT

3.1 General Obligations

Contractor shall accomplish a complete transition of the Services being terminated from Contractor and the Subcontractors to County, or to any replacement provider designated by County, without any interruption of or adverse impact on the Services or any other services provided by third parties (the "Disentanglement"). Contractor shall fully cooperate with County and any new service provider and otherwise promptly take all steps, including, but not limited to providing all requested information, required to assist County in effecting a complete Disentanglement. Contractor shall provide all information regarding the Services or as otherwise needed for Disentanglement, including data conversion, files, interface specifications, training staff assuming responsibility, and related professional services.

REQUEST FOR BIDS (RFB) 4974
COUNTY OF SAN DIEGO, TREASURER TAX COLLECTOR
ARMORED CAR SERVICES
SECTION C – STANDARD TERMS AND CONDITIONS

Contractor shall provide for the prompt and orderly conclusion of all work, as County may direct, including completion or partial completion of projects, documentation of work in process, and other measures to assure an orderly transition to County or the County's designee. All services related to Disentanglement shall be performed by Contractor at no additional cost to County beyond what County would pay for the services absent the performance of the Disentanglement services. Contractor's obligation to provide the Services shall not cease until the Disentanglement is satisfactory to County, including the performance by Contractor of all asset-transfers and other obligations of Contractor provided in this Paragraph, has been completed.

3.2 Disentanglement Process

The Disentanglement process shall begin on any of the following dates: (i) the date County notifies Contractor that no funds or insufficient funds have been appropriated so that the Term shall be terminated pursuant to the Agreement, Paragraph 7.2; (ii) the date designated by County not earlier than sixty (60) days prior to the end of any initial or extended term that County has not elected to extend pursuant to the Agreement's, Signature Page, Contract Term; or (iii) the date any Termination Notice is delivered, if County elects to terminate any or all of the Services pursuant to the Agreement, Paragraph 7.1. Subject to Exhibit A Contractor's obligation to perform Services, and County's obligation to pay for Services, shall expire: (A) when funds appropriated for payment under this Agreement are exhausted, as provided in this Agreement, Paragraphs 7.1 and 7.2; (B) at the end of the initial or extended term set forth in this Agreement's, Signature Page, Contract Term; or (C) on the Termination Date, pursuant to this Agreement, Paragraphs 7.1 and 7.2 (with the applicable date on which Contractor's obligation to perform the Services expires being referred to herein as the "Expiration Date"); provided, however, that Contractor shall remain obligated to provide Disentanglement services for up to twelve (12) months after any such Expiration Date, at rates that are the lower of the applicable rates set forth in Schedule Exhibit C for the applicable Services. Contractor and County shall discuss in good faith a plan for determining the nature and extent of Contractor's Disentanglement obligations and for the transfer of Services in process provided, however, that Contractor's obligation under this Agreement to provide all Services necessary for Disentanglement shall not be lessened in any respect. Contractor shall be required to perform its Disentanglement obligations on an expedited basis, as determined by County, if County terminates the Term pursuant to the Agreement, Paragraphs 7.1 and 7.2.

3.3 Specific Obligations

The Disentanglement shall include the performance of the following specific obligations:

3.3.1 No Interruption or Adverse Impact

Contractor shall cooperate with County and all of the County's other service providers to ensure a smooth transition at the time of Disentanglement, with no interruption of Services, no adverse impact on the provision of Services or County's activities, no interruption of any services provided by third parties, and no adverse impact on the provision of services provided by third parties.

3.3.2 Third-Party Authorizations

Without limiting the obligations of Contractor pursuant to any other clause in Exhibit A herein, Contractor shall, subject to the terms of any third-party contracts, procure at no charge to County any third-party authorizations necessary to grant County the use and benefit of any third-party contracts between Contractor and third-party contractors used to provide the Services, pending their assignment to County.

3.3.3 Return, Transfer and Removal of Assets

3.3.3.1 Contractor shall return to County all County assets in Contractor's possession, pursuant to Paragraph 2.4 of the Agreement.

3.3.3.2 County shall be entitled to purchase at net book value those Contractor assets used for the provision of Services to County, other than those assets expressly identified by the Parties from time to time as Shared Resources, such Contractor assets as County may select. Contractor shall promptly remove from County's premises, or the site of the work being performed by Contractor for County, any Contractor assets that County, or its designee, chooses not to purchase under this provision.

3.3.4 Transfer of Leases, Licenses, and Contracts

Contractor, at its expense, shall convey or assign to County or its designee such leases, licenses, and other contracts used by Contractor, County, or any other Person in connection with the Services, as County may select, when such leases, licenses, and other contracts have no other use by Contractor. Contractor's obligation described herein, shall include Contractor's performance of all obligations under such leases, licenses, and other contracts to be performed by it with respect to periods prior to the date of conveyance or assignment and

REQUEST FOR BIDS (RFB) 4974
COUNTY OF SAN DIEGO, TREASURER TAX COLLECTOR
ARMORED CAR SERVICES
SECTION C – STANDARD TERMS AND CONDITIONS

Contractor shall reimburse County for any Losses resulting from any claim that Contractor did not perform any such obligations.

3.3.5 Delivery of Documentation

Contractor shall deliver to County or its designee, at County's request, all documentation and data related to County, including the County Data, held by Contractor, and Contractor shall destroy all copies thereof not turned over to County, all at no charge to County. Notwithstanding the foregoing, Contractor may retain one (1) copy of the documentation and data, excluding County Data, for archival purposes or warranty support.

ARTICLE 4
COMPENSATION

The Payment Schedule, and/or budget are in Exhibit C and the compensation is on the signature page. County will pay Contractor the agreed upon price(s), pursuant to Exhibit C for the work specified in Exhibit A, Statement of Work. The County is precluded from making payments prior to receipt of services (advance payments). Contractor shall provide and maintain an accounting and financial support system to monitor and control costs to assure the Agreements completion. Invoices are subject to the requirements below.

4.1 Fiscal for Fixed Pricing.

4.1.1 General Principles. Contractor shall, comply with generally accepted accounting principles and good business practices, including all applicable cost principles published by the Federal Office of Management and Budget, which can be viewed at <http://www.whitehouse.gov/omb/circulars>. Contractor shall comply with all federal, State and other funding source requirements. *[include all state or other funding source requirements]*. Contractor shall, at its own expense, furnish all cost items associated with this Agreement except as herein otherwise specified in the budget or elsewhere to be furnished by County.

4.1.2 Invoices. Payment for the services performed under this Agreement shall be in accordance with Exhibit C, unless other payment methodologies are negotiated and agreed to by both Contractor and County. Contractor shall submit approved invoices monthly to the Contracting Officer's Technical Representative ("COTR") for work performed in the monthly period, accordingly. Contractor's monthly invoices shall be completed and submitted in accordance with written COTR instructions and shall include a statement certifying whether it is in compliance with Paragraph 8.9 of this Agreement

4.1.3 Payments. County agrees to pay Contractor in arrears only after receipt and approval by COTR of properly submitted, detailed and itemized original invoice referencing the Agreement number *[and a detailed listing of each pay point target, accomplishment, unit price and/or percentages, and showing the appropriate calculation for each, a progress report documenting the status and accomplishments of Contractor during the billing period (Modify this clause as required to reflect the type of payment structure for your specific Agreement – any of these or a combination each, or some other methodology may be utilized!)]* pursuant to Exhibit C]. Payment shall be NET 30 days from receipt and approval of invoice unless otherwise stated.

4.2 Full Compensation. Pending any adjustments by the COTR, each invoice approved and paid shall constitute full and complete compensation to the Contractor for all work completed during the billing period pursuant to Exhibit A and Exhibit C. Contractor shall be entitled only to compensation, benefits, reimbursements or ancillary services specified in this Agreement.

4.3 Prompt Payment for Vendors and Subcontractors

4.3.1 Prompt payment for vendors and subcontractors.

4.3.1.1 Unless otherwise set forth in this Paragraph, Contractor shall promptly pay its vendors and subcontractor(s) for satisfactory performance under its subcontract(s) to this Agreement. Such prompt payment shall be no later than thirty (30) days after Contractor receives payment for such services from County and shall be paid out of such amounts as are paid to Contractor under this Agreement.

4.3.1.2 Contractor shall include a payment clause conforming to the standards set forth in Paragraph 4.3.1.1 of this Agreement in each of its subcontracts, and shall require each of its subcontractors to include such a clause in their subcontracts with each lower-tier subcontractor or supplier.

4.3.2 If Contractor, after submitting a claim for payment to County but before making a payment to a vendor or subcontractor for the goods or performance covered by the claim, discovers that all or a portion of the payment

REQUEST FOR BIDS (RFB) 4974
COUNTY OF SAN DIEGO, TREASURER TAX COLLECTOR
ARMORED CAR SERVICES
SECTION C – STANDARD TERMS AND CONDITIONS

otherwise due such vendor or subcontractor is subject to withholding from the vendor or subcontractor in accordance with the vendor or subcontract agreement, then the Contractor shall:

- 4.3.2.1 Furnish to the vendor or subcontractor and the COTR within three (3) business days of withholding funds from its vendor or subcontractor a notice stating the amount to be withheld, the specific causes for the withholding under the terms of the subcontract or vendor agreement; and the remedial actions to be taken by the vendor or subcontractor in order to receive payment of the amounts withheld.
- 4.3.2.2 Contractor shall reduce the subcontractor's progress payment by an amount not to exceed the amount specified in the notice of withholding furnished under paragraph 4.3.2.1 of this Agreement and Contractor may not claim from the County this amount until its subcontractor has cured the cause of Contractor withholding funds;
- 4.3.2.3 Upon the vendor's or subcontractor's cure of the cause of withholding funds, Contractor shall pay the vendor or subcontractor as soon as practicable, and in no circumstances later than ten (10) days after the Contractor claims and receives such funds from County.
- 4.3.3 Contractor shall not claim from County all of or that portion of a payment otherwise due to a vendor or subcontractor that Contractor is withholding from the vendor or subcontractor in accordance with the subcontract agreement where Contractor withholds the money before submitting a claim to County. Contractor shall provide its vendor or subcontractor and the COTR with the notice set forth in Paragraph 4.3.2.13 of this Agreement and shall follow Paragraph 4.3.2.3 of this Agreement when vendor or subcontractor cures the cause of Contractor withholding its vendors or subcontractor's funds.
- 4.3.4 Overpayments. If Contractor becomes aware of a duplicate contract financing or invoice payment or that County has otherwise overpaid on a contract financing or invoice payment, Contractor shall immediately notify the COTR and request instructions for disposition of the overpayment.

4.4 Conditions Prerequisite To Payments. County may elect not to make a particular payment if any of the following exists:

- 4.4.1 Misrepresentation. Contractor, with or without knowledge, made any misrepresentation of substantial and material nature with respect to any information furnished to County.
- 4.4.2 Unauthorized Actions by Contractor. Contractor took any action pertaining to this Agreement, which required County approval, without having first received said County approval.
- 4.4.3 Default. Contractor was in default under any terms and conditions of this Agreement.

4.5 Withholding Of Payment. County may withhold payment until reports, data, audits or other information required for Agreement administration or to meet County or State reporting or auditing requirements are received and approved by COTR or designee. The County may also withhold payment if, in the County's opinion, Contractor is in non-compliance with this Agreement.

4.6 Availability of Funding. The County's obligation for payment of any Agreement beyond the current fiscal year is contingent upon the availability of funding from which payment can be made. No legal liability on the part of the County shall arise for payment beyond June 30 of the calendar year unless funds are designated by the County and are made available for such performance.

County shall, in its sole discretion, have the right to terminate or suspend Agreement or reduce compensation and service levels proportionately upon thirty (30) days' written notice to Contractor in the event that Federal, State or County funding for this Agreement ceases or is reduced prior to the ordinary expiration of the term of this Agreement. In the event of reduction of funding for the Agreement, County and Contractor shall meet within ten (10) days of written notice to renegotiate this Agreement based upon the modified level of funding. In this case if no agreement is reached between County and Contractor within 10 days of the first meeting, either party shall have the right to terminate this Agreement within ten (10) days written notice of termination.

In the event of termination of this Agreement in accordance with the terms of this Section, Contractor shall be entitled to retain all sums paid as of the effective date of such termination, subject to any payment offset to which County may be entitled, for damages or otherwise, under the terms of this Agreement. In the event of termination of this Agreement pursuant to this Section, in no event shall Contractor be entitled to any loss of profits on the portion of this Agreement so terminated, or to other compensation, benefits, reimbursements or ancillary services other than as herein expressly provided.

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- 4.7 Disallowance. In the event the Contractor receives payment for services under this Agreement which is later disallowed by the County, Contractor shall promptly refund the disallowed amount to County on request, or at its option, County may offset the amount disallowed from any payment due or to become due to Contractor under any Agreement with the County.
- 4.8 Maximum Price. During the performance period of this Agreement, the maximum price for the items and/or services shall not exceed the lowest price at which Contractor then offers the items and/or services to its most favored customer.

ARTICLE 5
AGREEMENT ADMINISTRATION

- 5.1 County's Agreement Administrator. The Director of Purchasing and Contracting is designated as the Contracting officer ("Contracting Officer") and is the only County official authorized to make any Changes to this Agreement. The County has designated the individual identified on the signature page as the Contracting Officer's Technical Representative ("COTR")
- 5.1.1 County's COTR will chair Contractor progress meetings and will coordinate County's Agreement administrative functions. The COTR is designated to receive and approve Contractor invoices for payment, audit and inspect records, inspect Contractor services, and provide other technical guidance as required. The COTR is not authorized to change any terms and conditions of this Agreement. Only the Contracting Officer, by issuing a properly executed amendment to this Agreement, may make changes to the scope of work or total price.
- 5.1.2 Notwithstanding any provision of this Agreement to the contrary, County's COTR may make Administrative Adjustments ("AA") to the Agreement, such as line item budget changes or adjustments to the service requirements, which do not change the purpose or intent of the Statement of Work, the Terms and Conditions, the Agreement period or the total Agreement price. Each AA shall be in writing and signed by COTR and Contractor. All inquiries about such AA will be referred directly to the COTR.
- 5.2 Agreement Progress Meeting. The COTR and other County personnel, as appropriate, will meet periodically with the Contractor to review the Agreement performance. At these meetings the COTR will apprise the Contractor of how the County views the Contractor's performance and the Contractor will apprise the County of problems, if any, being experienced. The Contractor shall also notify the Contracting Officer (in writing) of any work being performed, if any, that the Contractor considers being over and above the requirements of the Agreement. Appropriate action shall be taken to resolve outstanding issues. The minutes of these meetings will be reduced to writing and signed by the COTR and the Contractor. Should the Contractor not concur with the minutes, the Contractor shall set out in writing any area of disagreement. Appropriate action will be taken to resolve any areas of disagreement.

ARTICLE 6
CHANGES

- 6.1 Contracting Officer. The Contracting Officer may at any time, by a written order, make changes ("Changes"), within the general scope of this Agreement, in the definition of services to be performed, and the time (i.e.) hours of the day, days of the week, etc.) and place of performance thereof. If any such Change causes an increase or decrease in the cost of, or the time required for, the performance of any part of the work under this Agreement, whether changed or not changed by an such order, an equitable adjustment shall be made in the Agreement price or delivery schedule, or both, and the Agreement shall be modified in writing accordingly
- 6.2 Claims. Contractor must assert any claim for adjustment under this clause within 30 days from the date of receipt by the Contractor of the notification of Change; provided, however, that the Contracting Officer, if he decides that the facts justify such action, may receive and act upon any such claim asserted at any time prior to final payment under this Agreement. Where the cost of property made obsolete or excess as a result of a change is included in the Contractor's claim for adjustment, the Contracting Officer shall have the right to prescribe the manner of disposition of such property. Failure to agree to any adjustment shall be a dispute concerning a question of fact within the meaning of the clause of this Agreement entitled "Disputes" (Article 15). However, nothing in this clause shall excuse the Contractor from proceeding with this Agreement as changed.

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ARTICLE 7
TERMINATION

- 7.1 **Termination For Default.** Upon Contractor's breach of this Agreement, County shall have the right to terminate this Agreement, in whole or part. Prior to termination for default, County will send Contractor written notice specifying the cause. The notice will give Contractor 10 days from the date the notice is issued to cure the default or make progress satisfactory to County in curing the default, unless a different time is given in the notice. If County determines that the default contributes to the curtailment of an essential service or poses an immediate threat to life, health or property, County may terminate this Agreement immediately upon issuing oral or written notice to the Contractor without any prior notice or opportunity to cure. In the event of termination under this Article, all finished or unfinished documents, and other materials, prepared by Contractor under this Agreement shall become the sole and exclusive property of County.

In the event of such termination, the County may purchase or obtain the supplies or services elsewhere, and Contractor shall be liable for the difference between the prices set forth in the terminated order and the actual cost thereof to the County. The prevailing market price shall be considered the fair repurchase price. Notwithstanding the above, Contractor shall not be relieved of liability to County for damages sustained by County by virtue of any breach of this Agreement by Contractor, and County may withhold any reimbursement to Contractor for the purpose of off-setting until such time as the exact amount of damages due County from Contractor is determined.

If, after notice of termination of this Agreement under the provisions of this clause, it is determined for any reason that the Contractor was not in default under the provisions of this clause, the rights and obligations of the parties shall, if this Agreement contains a clause providing for termination for convenience of the County, be the same as if the notice of termination had been issued pursuant to such clause.

- 7.2 **Full Cost Recovery Of Investigation And Audit Costs.** Contractor shall reimburse County of San Diego for all direct and indirect expenditures incurred in conducting an audit/investigation when Contractor is found in violation (material breach) of the terms of the Agreement. Reimbursement for such costs shall be withheld from any amounts due to Contractor pursuant to the payment terms of the Agreement, or from any other amounts due to Contractor from County.
- 7.3 **Termination For Convenience.** The County may, by written notice stating the extent and effective date terminate this Agreement for convenience in whole or in part, at any time. The County shall pay the Contractor as full compensation for work performed in accordance with the terms of this Contract until such termination:
- 7.2.1 The unit or pro rata price for any delivered and accepted portion of the work.
 - 7.2.2 A reasonable amount, as costs of termination, not otherwise recoverable from other sources by the Contractor as approved by the County, with respect to the undelivered or unaccepted portion of the order, provided compensation hereunder shall in no event exceed the total price.
 - 7.2.3 In no event shall the County be liable for any loss of profits on the resulting order or portion thereof so terminated.
 - 7.2.4 County's termination of this Agreement for convenience shall not preclude County from taking any action in law or equity against Contractor for:
 - 7.2.4.1 Improperly submitted claims, or
 - 7.2.4.2 Any failure to perform the work in accordance with the Statement of Work, or
 - 7.2.4.3 Any breach of any term or condition of the Agreement, or
 - 7.2.4.4 Any actions under any warranty, express or implied, or
 - 7.2.4.5 Any claim of professional negligence, or
 - 7.2.4.6 Any other matter arising from or related to this Agreement, whether known, knowable or unknown before, during or after the date of termination.
- 7.4 **Remedies Not Exclusive.** The rights and remedies of County provided in this article shall not be exclusive and are in addition to any other rights and remedies provided by law or under resulting order.

ARTICLE 8
COMPLIANCE WITH LAWS AND REGULATIONS

- 8.1 **Compliance with Laws and Regulations.** Contractor shall at all times perform its obligations hereunder in compliance with all applicable federal, State, and County laws and regulations.

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- 8.2 Contractor Permits and License. Contractor certifies that it possesses and shall continue to maintain or shall cause to be obtained and maintained, at no cost to the County, all approvals, permissions, permits, licenses, and other forms of documentation required for it and its employees to comply with all existing foreign or domestic statutes, ordinances, and regulations, or other laws, that may be applicable to performance of services hereunder. The County reserves the right to reasonably request and review all such applications, permits, and licenses prior to the commencement of any services hereunder.
- 8.3 Equal Opportunity. Contractor shall comply with the provisions of Title VII of the Civil Rights Act of 1964 in that it will not discriminate against any individual with respect to his or her compensation, terms, conditions, or privileges of employment nor shall Contractor discriminate in any way that would deprive or intend to deprive any individual of employment opportunities or otherwise adversely affect his or her status as an employee because of such individual's race, color, religion, sex, national origin, age, handicap, medical condition, sexual orientation or marital status.
- 8.4 Affirmative Action. Each Contractor of services and supplies employing fifteen (15) or more full-time permanent employees, shall comply with the Affirmative Action Program for Vendors as set forth in Article IIIk (commencing at Section 84) of the San Diego County Administrative Code, which program is incorporated herein by reference. A copy of this Affirmative Action Program will be furnished upon request by COTR or from the County of San Diego Internet web-site (www.co.san-diego.ca.us).
- 8.5 Drug and Alcohol-Free Workplace. The County of San Diego, in recognition of individual rights to work in a safe, healthful and productive work place, has adopted a requirement for a drug and alcohol free work place, County of San Diego Drug and Alcohol Use Policy C-25. This policy provides that all County-employed Contractors and Contractor employees shall assist in meeting this requirement.
- 8.5.1 As a material condition of this Agreement, the Contractor agrees that the Contractor and the Contractor employees, while performing service for the County, on County property, or while using County equipment:
- 8.5.1.1 Shall not be in any way impaired because of being under the influence of alcohol or a drug.
- 8.5.1.2 Shall not possess an open container of alcohol or consume alcohol or possess or be under the influence of an illegal drug.
- 8.5.1.3 Shall not sell, offer, or provide alcohol or a drug to another person; provided, however, that the foregoing restriction shall not be applicable to a Contractor or Contractor employee who as part of the performance of normal job duties and responsibilities prescribes or administers medically prescribed drugs.
- 8.5.2 Contractor shall inform all employees who are performing service for the County on County property or using County equipment of the County objective of a safe, healthful and productive work place and the prohibition of drug or alcohol use or impairment from same while performing such service for the County.
- 8.5.3 The County may terminate for default or breach this Agreement, and any other Agreement the Contractor has with the County, if the Contractor, or Contractor employees are determined by the Contracting Officer not to be in compliance with the conditions listed herein.
- 8.6 Board of Supervisors' Policies. Contractor represents that it is familiar, and shall use its best efforts to comply, with the following policies of the Board of Supervisors: [*Note: Add Other Policies That May Apply for Certain Types of Services*] Board Policy B-67, which encourages the County's Contractors to offer products made with recycled materials, reusable products, and products designed to be recycled to the County in response to the County's requirements; and Board Policies B-53 and B-39a, which encourage the participation of small and disabled veterans' business enterprises in County procurements.
- 8.7 Cartwright Act. Following receipt of final payment under the Agreement, Contractor assigns to the County all rights, title and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright act (Chapter 1) (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code, arising from purchases of goods, materials, or services by the Contractor for sale to the County under this Agreement.
- 8.8 Hazardous Materials. Contractor shall comply with all Environmental Laws and all other laws, rules, regulations, and requirements regarding Hazardous Materials, health and safety, notices, and training. Contractor agrees that it will not store any Hazardous Materials at any County Facility for periods in excess of ninety (90) days or in violation of the applicable site storage limitations imposed by Environmental Law. Contractor agrees to take, at its expense, all actions

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necessary to protect third parties, including, without limitation, employees and agents of the County, from any exposure to Hazardous Materials generated or utilized in its performance under this Agreement. Contractor agrees to report to the appropriate governmental agencies all discharges, releases, and spills of Hazardous Materials that are required to be reported by any Environmental Law and to immediately notify the County of it. Contractor shall not be liable to the County for the County's failure to comply with, or violation of, any Environmental Law. As used in this section, the term "Environmental Laws" means any and all federal, state or local laws or ordinances, rules, decrees, orders, regulations or court decisions (including the so-called "common law"), including, but not limited to, the Resource Conservation and Recovery Act, relating to hazardous substances, hazardous materials, hazardous waste, toxic substances, environmental conditions or other similar substances or conditions. As used in this section the term "Hazardous Materials" means any chemical, compound, material, substance or other matter that: (a) is a flammable, explosive, asbestos, radioactive nuclear medicine, vaccine, bacteria, virus, hazardous waste, toxic, overtly injurious or potentially injurious material, whether injurious or potentially injurious by itself or in combination with other materials; (b) is controlled, referred to, designated in or governed by any Environmental Laws; (c) gives rise to any reporting, notice or publication requirements under any Environmental Laws, or (d) is any other material or substance giving rise to any liability, responsibility or duty upon the County or Lessee with respect to any third person under any Environmental Laws.

8.9 Debarment and Suspension. As a sub-grantee of federal funds under this Agreement, Contractor certifies that it, its principals, its employees and its subcontractors:

- 8.9.1 Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal Department or agency.
- 8.9.2 Have not within a 3-year period preceding this Agreement been convicted of or had a civil judgment rendered against them for the commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction; violation of Federal or State anti-trust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- 8.9.3 Are not presently indicted or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in the paragraph above; and
- 8.9.4 Have not within a 3-year period preceding this Agreement had one or more public transaction (Federal, State, or local) terminated for cause or default.

ARTICLE 9
CONFLICTS OF INTEREST; CONTRACTOR'S CONDUCT

9.1 Conflicts of Interest. Contractor presently has no interest, including but not limited to other projects or independent Agreements, and shall not acquire any such interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. The Contractor shall not employ any person having any such interest in the performance of this Agreement.

9.2 Conduct of Contractor; Privileged Information.

- 9.2.1 Contractor shall inform the County of all the Contractor's interests, if any, which are or which the Contractor believes to be incompatible with any interests of the County.
- 9.2.2 The Contractor shall not, under circumstances that might reasonably be interpreted as an attempt to influence the recipient in the conduct of his duties, accept any gratuity or special favor from individuals or organizations with whom the Contractor is doing business or proposing to do business, in accomplishing the work under this Agreement.
- 9.2.3 Contractor shall not use for personal gain or make other improper use of privileged information, which is acquired in connection with his employment. In this connection, the term "privileged information" includes, but is not limited to, unpublished information relating to technological and scientific development; medical, personnel, or security records of the individuals; anticipated materials requirements or pricing actions; and knowledge of selections of Contractors or subcontractors in advance of official announcement.
- 9.2.4 The Contractor, or employees thereof, shall not offer directly or indirectly gifts, gratuity, favors, entertainment, or other items of monetary value to an employee or official of the County.

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- 9.3 Prohibited Agreements. As required by Section 67 of the San Diego County Administrative Code, Contractor certifies that it is not in violation of the provisions of Section 67, and that Contractor is not, and will not subcontract with, any of the following:
- 9.3.1. Persons employed by County or of public agencies for which the Board of Supervisors is the governing body.
 - 9.3.2. Profit-making firms or businesses in which employees described in sub-section 9.3.1, above, serve as officers, principals, partners, or major shareholders;
 - 9.3.3. Persons who, within the immediately preceding twelve (12) months came within the provisions of the above sub-sections and who (1) were employed in positions of substantial responsibility in the area of service to be performed by the Agreement, or (2) participated in any way in developing the Agreement or its service specifications; and
 - 9.3.4. Profit-making firms or businesses in which the former employees described in sub-section 9.3.3 above, serve as officers, principals, partners, or major shareholders.

ARTICLE 10
INDEMNITY AND INSURANCE

- 10.1 Indemnity. County shall not be liable for, and Contractor shall defend and indemnify County and the employees and agents of County (collectively "County Parties"), against any and all claims, demands, liability, judgments, awards, fines, mechanics' liens or other liens, labor disputes, losses, damages, expenses, charges or costs of any kind or character, including attorneys' fees and court costs (hereinafter collectively referred to as "Claims"), related to this Agreement and arising either directly or indirectly from any act, error, omission or negligence of Contractor or its Contractors, licensees, agents, servants or employees, including, without limitation, Claims caused by the concurrent negligent act, error or omission, whether active or passive, of County Parties. Contractor shall have no obligation, however, to defend or indemnify County Parties from a Claim if it is determined by a court of competent jurisdiction that such Claim was caused by the sole negligence or willful misconduct of County Parties.
- 10.2 Insurance. Prior to execution of this Agreement, Contractor must obtain at its own cost and expense, and keep in force and effect during the term of this Agreement, including all extensions, the insurance specified in Exhibit "B," "Insurance Requirements," attached hereto.

ARTICLE 11
AUDIT AND INSPECTION OF RECORDS

The County shall have the audit and inspection rights described in this section.

- 11.1 Audit And Inspection. Contractor agrees to maintain and/or make available within San Diego County accurate books and accounting records relative to all its activities under this Agreement. Authorized Federal, State or County representatives shall have the right to monitor, assess, or evaluate Contractor's performance pursuant to this Agreement, said monitoring, assessments, or evaluations to include but not limited to audits, inspection of premises, reports, and interviews of project staff and participants.

At any time during normal business hours and as often as County may deem necessary, Contractor shall make available to County, State or Federal officials for examination all of its records with respect to all matters covered by this Agreement and will permit County, State or Federal officials to audit, examine and make excerpts or transcripts from such records, and to make audits of all invoices, materials, payrolls, records of personnel, information regarding clients receiving services, and other data relating to all matters covered by this Agreement. If an audit is conducted, it will be done in accordance with generally accepted government auditing standards as described in "Government Auditing Standards," published for the United States General Accounting Office.

If any services performed hereunder are not in conformity with the specifications and requirements of this Agreement, County shall have the right to require the Contractor to perform the services in conformity with said specifications and requirements at no additional increase in total Agreement amount. When the services to be performed are of such nature that the difference cannot be corrected, County shall have the right to (1) require Contractor immediately to take all necessary steps to ensure future performance of the services in conformity with requirements of the Agreement, and (2) reduce the Agreement price to reflect the reduced value of the services performed. In the event Contractor fails to perform the services promptly or to take necessary steps to ensure future performance of the service in conformity with the specifications and requirements of the Agreement, County shall have the right to either (1) by Agreement or to otherwise have the services performed in conformity with the Agreement specifications and charge to Contractor any

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cost occasioned to County that is directly related to the performance of such services, or (2) terminate this Agreement for default as provided in the Termination clause.

- 11.2 Cost or Pricing Data. If the Contractor submitted cost or pricing data in connection with the pricing of this Agreement or any change or modification thereto, unless such pricing was based on adequate price competition, established catalog or market prices of commercial items sold in substantial quantities of the general public, or prices set by law or regulation, the Contracting Officer or his representatives who are employees of the County or its agent shall have the right to examine all books, records, documents and other data of the Contractor related to the negotiation pricing or performance of such Agreement, change or modification, for the purpose of evaluating the accuracy, completeness and currency of the cost or pricing data submitted.
- 11.3 Availability. The materials described above shall be made available at the office of the Contractor, at all reasonable times, for inspection, audit or reproduction, until the expiration of three (3) years from the date of final payment under this Agreement, or by section 11.3.1 and 11.3.2, below:
- 11.3.1 If this Agreement is completely or partially terminated, the records relating to the work terminated shall be made available for a period of three (3) years from the date of any resulting final settlement.
- 11.3.2 Record which relate to appeals under the "Disputes" clause of this Agreement, or litigation or the settlement of claims arising out of the performance of this Agreement, shall be made available until such appeals, litigation, or claims have been disposed of, or three years after Agreement completion, whichever is longer. County shall keep the materials described above confidential unless otherwise required by law.
- 11.4 Subcontract. The Contractor shall insert a clause containing all the provisions of this Article 11 in all subcontract hereunder except altered as necessary for proper identification of the Contracting parties and the Contracting officer under the County's prime Agreement.

ARTICLE 12
INSPECTION OF SERVICE

- 12.1 Subject to Inspection All performance (including services, materials, supplies and equipment furnished or utilized in the performance of this Agreement, and workmanship in the performance of services) shall be subject to inspection and test by the County at all times during the term of this Agreement. Contractor shall cooperate with any inspector assigned by the County to permit the inspector to determine whether Contractor's performance conforms to the requirements of this Agreement. County shall perform such inspection in a manner as not to unduly interfere with Contractor's performance.
- 12.2 Specification and Requirements. If any services performed by Contractor do not conform to the specifications and requirements of this Agreement, County may require Contractor to re-perform the services until they conform to said specifications and requirements, at no additional cost, and County may withhold payment for such services until Contractor correctly performs them. When the services to be performed are of such a nature that Contractor's cannot correct its performance, the County shall have the right to (1) require the Contractor to immediately take all necessary steps to ensure future performance of services conforms to the requirements of this Agreement, and (2) reduce the Agreement price to reflect the reduced value of the services received by County. In the event Contractor fails to promptly re-perform the services or to take necessary steps to ensure that future performance of the service conforms to the specifications and requirements of this Agreement, the County shall have the right to either (1) without terminating this Agreement, have the services performed, by Agreement or otherwise, in conformance with the specifications of this Agreement, and charge Contractor, and/or withhold from payments due to Contractor, any costs incurred by County that are directly related to the performance of such services, or (2) terminate this Agreement for default.

ARTICLE 13
USE OF DOCUMENTS AND REPORTS

- 13.1 Findings Confidential. Any reports, information, data, etc., given to or prepared or assembled by Contractor under this Agreement which the County requests to be kept as confidential shall not be made available to any individual or organization by the Contractor without the prior written approval of the County.
- 13.2 Publication, Reproduction or Use of Materials. No material produced, in whole or in part, under this Agreement shall be subject to copyright in the United States or in any other country. The County shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, any reports, data or other materials prepared under this Agreement. All reports, data and other materials prepared under this Agreement shall be the property of the County upon completion of this Agreement.

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- 13.3 **Confidentiality.** County and Contractor agree to maintain confidentiality and take industry appropriate and legally required measures to protect the confidentiality of any information regarding applicants, project participants or their immediate families which may be obtained through application forms, interviews, tests, reports, from public agencies or counselors or any other source. Without the written permission of the applicant or participant, such information shall be divulged only as necessary for purposes related to the audit and evaluation of the Agreement and then only to persons having responsibilities under the Agreement, including those furnishing services to Project under subcontract. County and Contractor agree that all information and records obtained in the course of providing services to project clients shall be subject to confidentiality and disclosure provisions of applicable Federal and State statutes and regulations adopted pursuant thereto. However, at County's request, Contractor shall permit County access to all records and information regarding the project and confidentiality shall not be a bar to County's access to all records and information. Contractor shall take industry appropriate and legally required measures to safeguard information regarding applicants, project participants or their immediate families including, but not limited to, the transfer of this information electronically or in hard copy format, verbal transfer of information, and staff training and monitoring regarding safeguards. Contractor shall evaluate their internal processes and practices for areas of potential vulnerability and take actions to put controls in place. Examples for management of confidential information can be found at www.cosdcompliance.org.

**ARTICLE 14
RESERVED**

**ARTICLE 15
DISPUTES**

Notwithstanding any provision of this Agreement to the contrary, the Contracting Officer shall decide any dispute concerning a question of fact arising out of this Agreement that is not otherwise disposed of by the parties within a reasonable period of time. The decision of the Contracting Officer shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, capricious, arbitrary or so grossly erroneous as necessarily to imply bad faith. Contractor shall proceed diligently with its performance hereunder pending resolution by the Contracting Officer of any such dispute. Nothing herein shall be construed as granting the Contracting Officer or any other administrative official, representative or board authority to decide questions of law.

**ARTICLE 16
GENERAL PROVISIONS**

- 16.1 **Assignment and Subcontracting.** Contractor shall not assign any interest in this Agreement, and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of the County; County's consent shall not be unreasonably withheld. The Contractor shall make no Agreement with any party for furnishing any of the work or services herein contained without the prior written prior concurrence of the COTR, pursuant to Paragraph 1.4.
- 16.2 **Contingency.** This Agreement shall bind the County only following its approval by the Board of Supervisors or when signed by the Purchasing and Contracting Director.
- 16.3 **Entire Agreement.** This Agreement, together with all Sections attached hereto and other agreements expressly referred to herein, constitute the entire agreement between the parties with respect to the subject matter contained herein. All prior or contemporaneous agreements, understandings, representations, warranties and statements, oral or written, including any proposals from Contractor and requests for proposals from County, are superseded.
- 16.4 **Sections and Exhibits:** All sections and exhibits referred to herein are attached hereto and incorporated by reference.
- 16.5 **Further Assurances:** Parties agree to perform such further acts and to execute and deliver such additional documents and instruments as may be reasonably required in order to carry out the provisions of this Agreement and the intentions of the parties.
- 16.6 **Governing Law:** This Agreement shall be governed, interpreted, construed and enforced in accordance with the laws of the State of California.
- 16.7 **Headings:** The Article captions, Clause and Section headings used in this Agreement are inserted for convenience of reference only and are not intended to define, limit or affect the construction or interpretation of any term or provision hereof.
- 16.8 **Modification:** Waiver Except as otherwise provided in Article 6, "Changes," above, no modification, waiver, amendment or discharge of this Agreement shall be valid unless the same is in writing and signed by both parties.

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- 16.9 Neither Party Considered Drafter. Despite the possibility that one party may have prepared the initial draft of this Agreement or played the greater role in the physical preparation of subsequent drafts, neither party shall be deemed the drafter of this Agreement and that, in construing this Agreement in case of any claim that any provision hereof may be ambiguous, no such provision shall be construed in favor of one party on the ground that such provision was drafted by the other.
- 16.10 No Other Inducement. The making, execution and delivery of this Agreement by the parties hereto has been induced by no representations, statements, warranties or agreements other than those expressed herein.
- 16.11 Notices. Notice to either party shall be in writing and either personally delivered or sent by certified mail, postage prepaid, return receipt requested, addressed to the party to be notified at the address specified herein. Any such notice shall be deemed received on the date of personal delivery to the party (or such party's authorized representative) or three (3) business days after deposit in the U.S. Mail, as the case may be to the COTR and Contractor's Representative identified on the signature page.
- 16.12 Severability. If any term, provision, covenant or condition of this Agreement is held to be invalid, void or otherwise unenforceable, to any extent, by any court of competent jurisdiction, the remainder of this Agreement shall not be affected thereby, and each term, provision, covenant or condition of this Agreement shall be valid and enforceable to the fullest extent permitted by law.
- 16.13 Successors. Subject to the limitations on assignment set forth in Clause 16.1 above, all terms of this Agreement shall be binding upon, inure to the benefit of, and be enforceable by the parties hereto and their respective heirs, legal representatives, successors, and assigns.
- 16.14 Time. Time is of the essence of each provision of this Agreement.
- 16.15 Time Period Computation. All periods of time referred to in this Agreement shall include all Saturdays, Sundays and state or national holidays, unless the period of time specifies business days, provided that if the date or last date to perform any act or give any notice or approval shall fall on a Saturday, Sunday or State or national holiday, such act or notice may be timely performed or given on the next succeeding day which is not a Saturday, Sunday or State or national holiday.
- 16.16 Waiver. The waiver by one party of the performance of any term, provision, covenant or condition shall not invalidate this Agreement, nor shall it be considered as a waiver by such party of any other term, provision, covenant or condition. Delay by any party in pursuing any remedy or in insisting upon full performance for any breach or failure of any term, provision, covenant or condition shall not prevent such party from later pursuing remedies or insisting upon full performance for the same or any similar breach or failure.

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REQUEST FOR BIDS (RFB) 4974
COUNTY OF SAN DIEGO, TREASURER TAX COLLECTOR
ARMORED CAR SERVICES
SECTION C – STANDARD TERMS AND CONDITIONS

SIGNATURE PAGE

AGREEMENT TERM. This Agreement shall be effective this 1st day of May 2011 (“Effective Date”) and end on April 30, 2012 (“Initial Term”) period of twelve (12) months.

OPTION TO EXTEND. The County’s option to extend is for three increments of one year each for a total of three (3) years beyond the expiration of the Initial Term, not to exceed April 30, 2015, pursuant to Exhibit C Payment Schedule. Unless County notifies Contractor in writing, not less than 30 days prior to the expiration date that they do not intend to renew the Agreement, it will be automatically renewed for another year.

Options To Extend For One To Six Additional Months At End Of Agreement. County shall also have the option to extend the term of this Agreement in one or more increments for a total of no less than one (1) and no more than six (6) calendar months at the discretion of the County Purchasing and Contracting Director. Each extension shall be effected by written Agreement amendment delivered to Contractor no less than fifteen (15) calendar days prior to expiration of any Agreement term.

The rates set forth in Article 4, Exhibit C, or other pricing section of this Agreement shall apply to any option exercised pursuant to this option clause unless provision for appropriate price adjustment has been made elsewhere in this Agreement or by Agreement amendment. All payments are subject to “Availability of Funds.”

COMPENSATION: Pursuant to Exhibit C, County agrees to pay Contractor a sum not to exceed XXXXX (\$XXXX) for the initial term of this Agreement and XXXXX (\$XXXX) for each of the XXX one year option periods, for a maximum Agreement amount of _____ (\$XXXX), in accordance with the method of payment stipulated in Article 4.

COTR. The County has designated the following individual as the Contracting Officer’s Technical Representative (“COTR”)

Rebecca Shobe, Treasury Accounting Manager
Department of Treasurer – Tax Collector, County of San Diego
1600 Pacific Highway, Room 152
San Diego, CA 92101
Phone: (619) 531-5687 and email: rebecca.shobe@sdcounty.ca.gov

CONTRACTOR’S REPRESENTATIVE. The Contractor has designated the following individual as the Contractor’s Representative.

Name and Title
Address
Address
Phone, FAX and email

IN WITNESS WHEREOF, County and Contractor have executed this Agreement effective as of the date first set forth above

COUNTY OF SAN DIEGO

[CONTRACTOR NAME]

By: _____
WINSTON F. McCOLL, Director
Department of Purchasing and Contracting

SUBJECT TO NEGOTIATION POST AWARD
By: _____
Name and Title

Date: _____

Date: _____

APPROVED AS TO FORM AND LEGALITY

By: _____ Date: _____
Senior Deputy County Counsel

REQUEST FOR BIDS (RFB) 4974
COUNTY OF SAN DIEGO, TREASURER TAX COLLECTOR
ARMORED CAR SERVICES
EXHIBIT A – STATEMENT OF WORK

1. SCOPE OF WORK

The contractor shall provide bonded uniformed personnel, and a UL (Underwriters Laboratories, Inc.) approved armored vehicle. Contractor is to accept and issue a receipt for sealed and locked containers, containing currency, coin, checks, securities, or any other valuable item(s) from locations designated by the Treasurer-Tax Collector and deliver such containers in like condition, against receipt, to the listed depository. If required, contractor will accept from the listed depository, sealed and locked containers for delivery to designated locations, in like condition and against receipt therefore.

Upon submission of bid, the contractor shall provide three references from companies and or agencies that they currently serve or have serviced in the last three years.

The successful contractor shall provide to the County, proof of license and insurance within ten (10) working days after notice is received from the County that the contract has been awarded. The specific licenses include: all licenses required by law including relevant city business licenses and the license issued by the California Department of Motor Vehicles in accordance with California Vehicle Codes Section 2510. If the contractor fails to provide the required documents within the time specified, the County may, at its option, determine that the contractor is in default and terminate the contract.

2. GOALS/OBJECTIVES

The goal of this Statement of Work is for the County of San Diego to obtain armored car services from a fully insured, bonded and reputable company. The objective of the service is to ensure the protection and safe transportation of the County's cash, checks and coins from various County facilities to the bank on a regular basis, as required by each of the designated locations.

3. GEOGRAPHIC SERVICE AREA

The contractor shall provide the armored car service(s) to various county departments located throughout San Diego County. Please refer to Schedule C – Armored Car Pickup Locations for the current pick-up locations.

4. SPECIFIC REQUIREMENTS OF SERVICE DELIVERY

- a. The contractor shall pick-up from the designated location(s) no earlier than 9:00 a.m. and no later than 4:00 p.m. according to Schedule C.
- b. The contractor shall have all deposits delivered to the County's financial institution's Cash Vault no later than the prescribed deadline by the Cash Vault on the day of the pick-up. **The current deadline for the County's financial institution is 5:00 p.m. daily.** Should the Cash Vault deadline change during the contract period, the COTR will notify the contractor in writing. The contractor is expected to modify the delivery schedule to accommodate the deadline.
- c. The contractor shall provide change service as requested by the County. These change orders shall be picked up at the cash vault as needed and returned to the County on the next scheduled business day.
- d. The Treasurer-Tax Collector shall have the ability to add, delete or change pick-up and/or delivery locations, days and times as needed with one business day advance notice. The contractor shall provide a written confirmation of any additions, deletions or changes to the schedule.
- e. The contractor shall provide a service rate schedule that will be used when adding additional locations.
- f. The contractor shall provide a receipt to the County upon pickup of all deposits. At a minimum, this receipt shall include contractor name, ID number of employee conducting the pickup, date and time of the pickup, number of bags picked up and signature of contractor and County employee.

REQUEST FOR BIDS (RFB) 4974
COUNTY OF SAN DIEGO, TREASURER TAX COLLECTOR
ARMORED CAR SERVICES
EXHIBIT A – STATEMENT OF WORK

- g. The contractor shall procure either Comprehensive General Liability Insurance or Commercial General Liability Insurance
- h. Contractor must have the ability to respond to requests on a special needs basis.
- i. Times of pickup are provided in Schedule C and are at the discretion of the County. **Failure to pickup within the specified window will subject the vendor to penalties.** See Section 8. Reduction of Contract Payment below.

5. CUSTOMER SERVICE

- a. The contractor shall assign a dedicated customer service representative (CSR) and CSR Back-up as principal points of contact, including names, address, telephone and fax numbers and e-mail addresses. The contractor will immediately notify the County in writing of any change in the designated CSRs.
- b. **The contractor must respond to all County telephone calls and e-mails within 8 business hours.** Failure to respond within 8 business hours will subject the vendor to penalties. See section 8. Reduction of Contract Payment below.

6. REPORTING/BILLING

The contractor shall provide to the Treasurer-Tax Collector a detailed monthly billing statement, showing by location, the services that were provided and the fees associated with those services. In addition, **the Contractor shall provide monthly a Contract Performance Report on delays in pick-up and/or delivery to the Cash Vault.** This report shall provide details such as date of delay, the amount of time of the delay, the location and reason. The contractor will be responsible for missed deadlines and unnecessary delays. See the reduction of Contract Payment section below.

7. SECURITY MEASURES

All courier personnel shall wear an employer issued uniform and shall carry with them proper identification badge at all times when performing service for the County.

The contractor shall provide and maintain a current listing which includes photographs and information on courier personnel. **The Contractor must provide immediate updates of information upon changes in personnel.** Many of the County's locations are secure, and courier personnel who are not on the current listing will not be allowed in the County buildings. In responding to this RFB, the Contractor shall provide its process for updating the County of changes in personnel.

The contractor shall provide an electronic system for tracking deposits from pick-up location(s) to the delivery location(s).

If in the event that a situation arises that disrupts daily courier service, notification will be made immediately to any one of the following individuals: Rebecca Shobe at (619) 531-5687, Erik Mezack at (619) 531-5628, or Grace Cacho-Librado at (619) 531-6049. If, and only if, the contractor is unable to reach any of the above listed individuals, then a voice mail may be left.

8. REDUCTION OF CONTRACT PAYMENT

The County shall deduct 20% from any monthly payment under the contract when the Contractor fails to comply with any material requirement of the contract (e.g. failure to deliver the deposits to the Cash Vault per the prescribed deadline by the County's financial institution). The County shall increase the deduction to 40% from the monthly

REQUEST FOR BIDS (RFB) 4974
COUNTY OF SAN DIEGO, TREASURER TAX COLLECTOR
ARMORED CAR SERVICES
EXHIBIT A – STATEMENT OF WORK

payment under the contract when the non-compliance reoccurs within the same billing period. The COTR shall notify the contractor in the event that the Contractor fails to complete a performance event as scheduled or fails to make sufficient progress to correct the performance.

In addition, any failure to respond to an e-mail or phone call from the County within 8 business hours will incur a \$100 penalty per incident to be deducted from the monthly billing statement.

9. PERFORMANCE BOND

The successful contractor will provide to the County a Performance Bond in a sum equal to one hundred percent of the contract amount for each contract year; with a surety satisfactory to the County. This bond shall be given to the County within ten working days after notice is received that the contract has been awarded. The cost of providing the bond shall be considered as included in the price for the various items and no additional compensation will be allowed thereof. If the contractor fails to provide the bonds within the time specified, the County may, at its option, determine that the contractor is in default and terminate the contract in accordance with **ARTICLE 7 TERMINATION** of the legal agreement.

10. HOLIDAYS

The County observes the following fixed holidays:

1. Independence Day shall be observed on July 4th*
2. Labor Day, First Monday in September
3. Veterans Day, November 11th*
4. Thanksgiving Day, Fourth Thursday in November
5. Day after Thanksgiving, Fourth Friday in November
6. Christmas Day, December 25th*
7. New Year's Day, January 1st*
8. Martin Luther King, Jr. Day, Third Monday in January
9. President's Day, Third Monday in February
10. Cesar Chavez Day, March 31*
11. Memorial Day, Last Monday in May

*If a holiday falls on Saturday, the preceding Friday is a holiday. If a holiday falls on a Sunday, the following Monday is a holiday. Holidays are subject to the negotiation process and may change from year to year.

REQUEST FOR BIDS (RFB) #4974
COUNTY OF SAN DIEGO, TREASURER TAX COLLECTOR
ARMORED CAR SERVICES
EXHIBIT B – INSURANCE AND BONDING REQUIREMENTS

ARTICLE 1

INSURANCE REQUIREMENTS FOR CONTRACTORS

Without limiting Contractor's indemnification obligations to County, Contractor shall provide at its sole expense and maintain for the duration of this contract, or as may be further required herein, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of the work by the Contractor, his agents, representatives, employees or subcontractors.

1. Minimum Scope of Insurance

Coverage shall be at least as broad as:

- A. Commercial General Liability, Occurrence form, Insurance Services Office form CG0001.
- B. Automobile Liability covering all owned, non owned, hired auto Insurance Services Office form CA0001.
- C. Workers' Compensation, as required by State of California and Employer's Liability Insurance.

2. Minimum Limits of Insurance

Contractor shall maintain limits no less than:

- A. Commercial General Liability including Premises, Operations, Products and Completed Operations, Contractual Liability, and Independent Contractors Liability: \$1,000,000 per occurrence for bodily injury, personal injury and property damage. The General Aggregate limit shall be \$2,000,000.
- B. Automobile Liability: \$1,000,000 each accident for bodily injury and property damage.
- C. Employer's Liability: \$1,000,000 each accident for bodily injury or disease. Coverage shall include waiver of subrogation endorsement in favor of County of San Diego.

3. Deductibles and Self-Insured Retentions

Any deductible or self-insured retention must be declared to and approved by the County's Risk Manager. At the option of the County, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the County, the members of the Board of Supervisors of the County and the officers, agents, employees and volunteers; or the Contractor shall provide a financial guarantee satisfactory to the County guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

4. Other Insurance Provisions

The general liability and automobile liability policies are to contain, or be endorsed to contain the following provisions:

A. Additional Insured Endorsement

Any general liability policy provided by Contractor shall contain an additional insured endorsement applying coverage to the County of San Diego, the members of the Board of Supervisors of the County and the officers, agents, employees and volunteers of the County, individually and collectively.

B. Primary Insurance Endorsement

For any claims related to this Contract, the Contractor's insurance coverage shall be primary insurance as respects the County, the members of the Board of Supervisors of the County and the officers, agents, employees and volunteers of the County, individually and collectively. Any insurance or self-insurance maintained by the County, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

C. Notice of Cancellation

Each required insurance policy shall be endorsed to state that coverage shall not be canceled by either party, except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the County at the address shown in section of Contract entitled "Notices".

D. Severability of Interest clause

Coverage applies separately to each insured, except with respect to the limits of liability, and that an act or omission by one of the named insureds shall not reduce or avoid coverage to the other named insureds.

REQUEST FOR BIDS (RFB) #4974
COUNTY OF SAN DIEGO, TREASURER TAX COLLECTOR
ARMORED CAR SERVICES
EXHIBIT B – INSURANCE AND BONDING REQUIREMENTS

GENERAL PROVISIONS

5. Qualifying Insurers

All required policies of insurance shall be issued by companies which have been approved to do business in the State of California by the State Department of Insurance, and which hold a current policy holder's alphabetic and financial size category rating of not less than A-, VII according to the current Best's Key Rating guide, or a company of equal financial stability that is approved in writing by County's Risk Manager.

6. Evidence of Insurance

Prior to commencement of this Contract, but in no event later than the effective date of the Contract, Contractor shall furnish the County with certificates of insurance and amendatory endorsements effecting coverage required by this clause. Contractor shall furnish certified copies of the actual required insurance policies within thirty days after commencement of Contract. Thereafter, copies of renewal policies, certificate and amendatory endorsements shall be furnished to County within thirty days of the expiration of the term of any required policy. Contractor shall permit County at all reasonable times to inspect any policies of insurance, which Contractor has not delivered to County.

7. Failure to Obtain or Maintain Insurance; County's Remedies

Contractor's failure to provide insurance specified or failure to furnish certificates of insurance, amendatory endorsements and certified copies of policies, or failure to make premium payments required by such insurance, shall constitute a material breach of the Contract, and County may, at its option, terminate the Contract for any such default by Contractor.

8. No Limitation of Obligations

The foregoing insurance requirements as to the types and limits of insurance coverage to be maintained by Contractor, and any approval of said insurance by the County are not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by Contractor pursuant to the Contract, including, but not limited to, the provisions concerning indemnification.

9. Review of Coverage

County retains the right at any time to review the coverage, form and amount of insurance required herein and may require Contractor to obtain insurance reasonably sufficient in coverage, form and amount to provide adequate protection against the kind and extent of risk which exists at the time a change in insurance is required.

10. Self-Insurance

Contractor may, with the prior written consent of County's Risk Manager, fulfill some or all of the insurance requirements contained in this Contract under a plan of self-insurance. Contractor shall only be permitted to utilize such self-insurance if in the opinion of County's Risk Manager, Contractor's (i) net worth, and (ii) reserves for payment of claims of liability against Contractor, are sufficient to adequately compensate for the lack of other insurance coverage required by this Contract. Contractor's utilization of self-insurance shall not in any way limit liabilities assumed by Contractor under the Contract.

11. Claims Made Coverage

If coverage is written on a "claims made" basis, the Certificate of Insurance shall clearly so state. In addition to the coverage requirements specified above, such policy shall provide that:

- A. The policy retroactive date coincides with or precedes Contractor's commencement or work under the Contract (including subsequent policies purchased as renewals or replacements).
- B. Contractor will make every effort to maintain similar insurance during the required extended period of coverage following expiration of the Contract, including the requirement of adding all additional insureds.
- C. If insurance is terminated for any reason, Contractor shall purchase an extended reporting provision of at least two years to report claims arising in connection with the Contract.
- D. The policy allows for reporting of circumstances or incidents that might give rise to future claims.

12. Subcontractors' Insurance

Contractor shall require that any and all Subcontractors hired by Contractor are insured in accordance with this Contract. If any Subcontractors coverage does not comply with the foregoing provisions, Contractor shall defend and indemnify the County from any damage, loss, cost or expense, including attorney fees, incurred by County as a result of Subcontractors failure to maintain required coverage.

REQUEST FOR BIDS (RFB) #4974
COUNTY OF SAN DIEGO, TREASURER TAX COLLECTOR
ARMORED CAR SERVICES
EXHIBIT B – INSURANCE AND BONDING REQUIREMENTS

13. Waiver of Subrogation

Contractor and County release each other, and their respective authorized representatives, from any Claims (as defined in the Article entitled "Indemnity" of the Pro Forma Contract), but only to the extent that the proceeds received from any policy of insurance carried by County or Contractor, other than any self-insurance, covers any such Claim or damage. Included in any policy or policies of insurance provided by Contractor hereunder shall be a standard waiver of rights of Subrogation against County by the insurance company issuing said policy or policies.

ARTICLE 2

FIDELITY COVERAGE

Without limiting Contractor's indemnification obligations to County, Contractor shall provide at its sole expense and maintain for the duration of this contract, or as may be further required herein, Fidelity coverage providing Employee Dishonesty, Forgery or Alteration, Theft, Disappearance, Destruction, and Computer Fraud coverage covering Contractors employees, officials and agents for Fidelity \$1,000,000 limit.

REQUEST FOR BIDS (RFB) #4974
COUNTY OF SAN DIEGO, TREASURER TAX COLLECTOR
ARMORED CAR SERVICES
EXHIBIT C – PRICING SCHEDULE

**(PRICING SCHEDULE FROM SECTION A WILL BE INSERTED HERE AT
TIME OF AWARD)**

REQUEST FOR BIDS (RFB) #4974
COUNTY OF SAN DIEGO, TREASURER TAX COLLECTOR
ARMORED CAR SERVICES
SCHEDULE C – ARMORED CAR PICKUP LOCATIONS

DEPARTMENT	LOCATIONS	PICK UP TIME	SERVICE DAYS
ANIMAL SERVICES	5480 Gaines Street, San Diego CA 92110	1:00-5:00PM	Tuesday-Saturday
ANIMAL SERVICES	5821 Sweetwater Road, Bonita, CA 91902	1:00-5:00PM	Tuesday-Saturday
ANIMAL SERVICES	2481 Palomar Airport Road, Carlsbad CA 92071	1:00-5:00PM	Tuesday-Saturday
AIR POLLUTION CONTROL DISTRICT	10124 Old Grove Road, San Diego, CA 92131	3:00-4:00PM	Monday- Friday
ASSESSOR/RECORDER	1600 Pacific Hwy Room 162, San Diego CA, 92101	2:00-4:30PM	Monday- Friday
ASSESSOR/RECORDER	590 3rd Ave., Chula Vista, Ca 91910	2:00-4:30PM	Monday- Friday
ASSESSOR/RECORDER	200 So. Magnolia Ave, El Cajon, CA 92020	2:00-4:30PM	Monday- Friday
ASSESSOR/RECORDER	141 E. Carmel St., San Marcos, CA 92078	1:00-3:30PM	Monday- Friday
ASSESSOR/RECORDER	9225 Clairemont Mesa Blvd., San Diego, CA 92123	11:00-2:00PM	Monday- Friday
AUDITOR & CONTROLLER- REVENUE & RECOVERY	625 Broadway, San Diego, Ca 92101	11:00-3:30PM	Monday- Friday
AUDITOR & CONTROLLER- REVENUE & RECOVERY	222 West C Street, San Diego, CA	2:00-4:30PM	Monday- Friday
AUDITOR & CONTROLLER- REVENUE & RECOVERY	3977 Ohio Street, San Diego, CA 92104	11:00-3:30PM	Monday- Friday
AUDITOR & CONTROLLER- REVENUE & RECOVERY	325 S. Melrose Dr. Ste. 2000, Vista, CA 92081	1:00-5:00PM	Monday- Friday
AUDITOR & CONTROLLER- REVENUE & RECOVERY	250 E. Main Street, El Cajon, CA 92020	10:00-12:00PM	Monday- Friday
DEPARTMENT OF CHILD SUPPORT SERVICES	220 W. Broadway, San Diego, CA 92101	3:00-5:00PM	Monday- Friday
DEPARTMENT OF CHILD SUPPORT SERVICES	325 So. Melrose Dr., Vista, CA 92081	3:00-5:00PM	Monday- Friday
ENVIRONMENTAL HEALTH	1255 Imperial Avenue, San Diego, CA	11:00-3:00PM	Monday- Friday
HEALTH & HUMAN SERVICES AGENCY - EDGEMOOR HOSPITAL	655 Park Center Drive, Santee, CA 92071	11:00-4:00PM	Monday- Friday
HEALTH & HUMAN SERVICES AGENCY	3851 Rosecrans, San Diego, CA	11:00-4:00PM	Monday- Friday
HEALTH & HUMAN SERVICES AGENCY	5201 Ruffin Road, Suite A, San Diego, CA 92123	11:00-4:00PM	Monday- Friday
HEALTH & HUMAN SERVICES AGENCY - EMERGENCY MEDICAL SERVICES	6255 Mission Gorge Road, San Diego, CA	11:00-4:00PM	Tuesday - Friday

REQUEST FOR BIDS (RFB) #4974
COUNTY OF SAN DIEGO, TREASURER TAX COLLECTOR
ARMORED CAR SERVICES
SCHEDULE C – ARMORED CAR PICKUP LOCATIONS

LIBRARY	5555 Overland Ave., Bldg. 15 San Diego, CA 92123	10:00-4:00PM	Monday- Friday
PLANNING AND LAND USE	5201 Ruffin Road San Diego, CA 92123	9:00-3:00PM	Monday- Friday
PLANNING AND LAND USE	151 E. Carmel St. San Marcos, CA 92069	9:00-3:00PM	Monday- Friday
PROBATION - SOUTH BAY	1727 Sweetwater Rd., San Diego, CA 91950	7:30-4:30PM	Friday
PROBATION - JUVENILE	2901 Meadowlark Drive, San Diego, CA 92123	8:00-4:30PM	Monday- Friday
PROBATION	9444 Balboa Avenue, Suite # 500, San Diego, CA 92123	11:30-2:30PM	Monday- Friday
PROBATION - WORK PROJECT	5201 Ruffin Road Suite R, San Diego, CA 92123	2:00-4:00PM	Monday- Friday
SHERIFFS- COURT SERVICES	220 W. Broadway, San Diego, CA 92101	11:00-12:00PM	Monday- Friday
SHERIFFS- COURT SERVICES	8950 Clairemont Mesa Blvd., San Diego, CA 92123	11:00-12:00PM	Monday- Friday
SHERIFFS- COURT SERVICES	250 E. Main Street, El Cajon, CA 92020	11:00-12:00PM	Monday- Friday
SHERIFFS- COURT SERVICES	325 So. Melrose Dr. # 200, Vista, CA 92083	11:30-2:00PM	Monday- Friday
SHERIFFS- COURT SERVICES	500 Third Ave, Chula Vista, CA 91910	11:00-12:00PM	Monday- Friday
SHERIFFS- COURT SERVICES	500 3rd Ave, Chula Vista, CA 91911	11:00-12:00PM	Monday- Friday
SHERIFF'S DEPARTMENT- GEORGE BAILEY DETENTION FACILITY	446 Alta Road, San Diego, CA 92158	1:00-3:00PM	Tuesday & Thursday
SHERIFF'S DEPARTMENT - SOUTH BAY DETENTION FACILITY	500 3rd Ave., Chula Vista, CA 91911	11:00-12:00PM	Thursday
TREASURER/TAX COLLECTOR	1600 Pacific Hwy Room 162, San Diego CA, 92101	2:00-4:30PM	Monday- Friday
TREASURER/TAX COLLECTOR	590 3rd Ave., Chula Vista, Ca 91910	2:00-4:30PM	Monday- Friday
TREASURER/TAX COLLECTOR	200 S. Magnolia Ave, El Cajon, CA 92020	2:00-4:30PM	Monday- Friday
TREASURER/TAX COLLECTOR	141 E. Carmel St., San Marcos, CA 92078	2:00-4:30PM	Monday- Friday
TREASURER/TAX COLLECTOR	9225 Clairemont Mesa Blvd., San Diego, CA 92123	2:00-4:30PM	Monday- Friday

REQUEST FOR BID (RFB) #4974
COUNTY OF SAN DIEGO, TREASURER-TAX COLLECTOR
ARMORED CAR SERVICES
SECTION A - PRICING SCHEDULE

DEPARTMENT	LOCATIONS	PICK UP TIME	SERVICE DAYS	RATE PER MONTH 5/1/2011-4/30/2012	RATE PER MONTH 5/1/2012-4/30/2013	RATE PER MONTH 5/1/2013-4/30/2014	RATE PER MONTH 5/1/2014-4/30/2015
ANIMAL SERVICES	5480 Gaines Street, San Diego CA 92110	1:00-4:00PM	Tuesday-Saturday	\$2,925.00	\$3,012.72	\$3,103.08	\$3,196.20
ANIMAL SERVICES	5821 Sweetwater Road, Bonita, CA 91902	1:00-4:00PM	Tuesday-Saturday	\$2,925.00	\$3,012.72	\$3,103.08	\$3,196.20
ANIMAL SERVICES	2481 Palomar Airport Road, Carlsbad CA 92071	1:00-4:00PM	Tuesday-Saturday	\$2,925.00	\$3,012.72	\$3,103.08	\$3,196.20
AIR POLLUTION CONTROL DISTRICT	10124 Old Grove Road, San Diego, CA 92131	3:00-4:00PM	Monday- Friday	\$2,925.00	\$3,012.72	\$3,103.08	\$3,196.20
ASSESSOR/RECORDER	1600 Pacific Hwy Room 162, San Diego CA, 92101	2:00-4:00PM	Monday- Friday	\$2,925.00	\$3,012.72	\$3,103.08	\$3,196.20
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AUDITOR & CONTROLLER-REVENUE & RECOVERY	222 West C Street, San Diego, CA	2:00-4:00PM	Monday- Friday	\$2,925.00	\$3,012.72	\$3,103.08	\$3,196.20
AUDITOR & CONTROLLER-REVENUE & RECOVERY	3977 Ohio Street, San Diego, CA 92104	11:00-3:30PM	Monday- Friday	\$2,925.00	\$3,012.72	\$3,103.08	\$3,196.20
AUDITOR & CONTROLLER-REVENUE & RECOVERY	325 S. Melrose Dr. Ste. 2000, Vista, CA 92081	1:00-4:00PM	Monday- Friday	\$2,925.00	\$3,012.72	\$3,103.08	\$3,196.20
AUDITOR & CONTROLLER-REVENUE & RECOVERY	250 E. Main Street, El Cajon, CA 92020	10:00-12:00PM	Monday- Friday	\$2,925.00	\$3,012.72	\$3,103.08	\$3,196.20
DEPARTMENT OF CHILD SUPPORT SERVICES	220 W. Broadway, San Diego, CA 92101	3:00-4:00PM	Monday- Friday	\$2,925.00	\$3,012.72	\$3,103.08	\$3,196.20
DEPARTMENT OF CHILD SUPPORT SERVICES	325 So. Melrose Dr., Vista, CA 92081	3:00-4:00PM	Monday- Friday	\$2,925.00	\$3,012.72	\$3,103.08	\$3,196.20
ENVIRONMENTAL HEALTH	1255 Imperial Avenue, San Diego, CA	11:00-3:00PM	Monday- Friday	\$2,925.00	\$3,012.72	\$3,103.08	\$3,196.20
HEALTH & HUMAN SERVICES AGENCY - EDGEMOOR HOSPITAL	9065 Edgemoor Drive, Santee, CA	11:00-4:00PM	Monday- Friday	\$2,925.00	\$3,012.72	\$3,103.08	\$3,196.20
HEALTH & HUMAN SERVICES AGENCY	3851 Rosecrans, San Diego, CA	11:00-4:00PM	Monday- Friday	\$2,925.00	\$3,012.72	\$3,103.08	\$3,196.20
HEALTH & HUMAN SERVICES AGENCY	5201 Ruffin Road, Suite A, San Diego, CA 92123	11:00-4:00PM	Monday- Friday	\$2,925.00	\$3,012.72	\$3,103.08	\$3,196.20
HEALTH & HUMAN SERVICES AGENCY - EMERGENCY MEDICAL SERVICES	6255 Mission Gorge Road, San Diego, CA	11:00-4:00PM	Tuesday - Friday	\$2,340.00	\$2,410.20	\$2,482.56	\$2,557.08
LIBRARY	5555 Overland Ave., Bldg. 15 San Diego, CA 92123	10:00-4:00PM	Monday- Friday	\$2,925.00	\$3,012.72	\$3,103.08	\$3,196.20
PLANNING AND LAND USE	5201 Ruffin Road San Diego, CA 92123	9:00-3:00PM	Monday- Friday	\$2,925.00	\$3,012.72	\$3,103.08	\$3,196.20
PLANNING AND LAND USE	151 E. Carmel St. San Marcos, CA 92069	9:00-3:00PM	Monday- Friday	\$2,925.00	\$3,012.72	\$3,103.08	\$3,196.20
PROBATION - SOUTH BAY	1727 Sweetwater Rd., San Diego, CA 91950	7:30-4:00PM	Friday	\$585.00	\$602.52	\$620.64	\$639.24
PROBATION - JUVENILE	2901 Meadowlark Drive, San Diego, CA 92123	8:00-4:00PM	Monday- Friday	\$2,925.00	\$3,012.72	\$3,103.08	\$3,196.20
PROBATION	9444 Balboa Avenue, Suite # 500, San Diego, CA 92123	11:30-2:30PM	Monday- Friday	\$2,925.00	\$3,012.72	\$3,103.08	\$3,196.20
PROBATION - WORK PROJECT	5201 Ruffin Road Suite R, San Diego, CA 92123	2:00-4:00PM	Monday- Friday	\$2,925.00	\$3,012.72	\$3,103.08	\$3,196.20
SHERIFFS- COURT SERVICES	220 W. Broadway, San Diego, CA 92101	11:00-12:00PM	Monday- Friday	\$2,925.00	\$3,012.72	\$3,103.08	\$3,196.20
SHERIFFS- COURT SERVICES	8950 Clairemont Mesa Blvd., San Diego, CA 92123	11:00-12:00PM	Monday- Friday	\$2,925.00	\$3,012.72	\$3,103.08	\$3,196.20

REQUEST FOR BID (RFB) #4974
COUNTY OF SAN DIEGO, TREASURER-TAX COLLECTOR
ARMORED CAR SERVICES
SECTION A - PRICING SCHEDULE

DEPARTMENT	LOCATIONS	PICK UP TIME	SERVICE DAYS	RATE PER MONTH 5/1/2011-4/30/2012	RATE PER MONTH 5/1/2012-4/30/2013	RATE PER MONTH 5/1/2013-4/30/2014	RATE PER MONTH 5/1/2014-4/30/2015
SHERIFFS- COURT SERVICES	250 E. Main Street, El Cajon, CA 92020	11:00-12:00PM	Monday- Friday	\$2,925.00	\$3,012.72	\$3,103.08	\$3,196.20
SHERIFFS- COURT SERVICES	325 So. Melrose Dr. # 200, Vista, CA 92083	11:30-2:00PM	Monday- Friday	\$2,925.00	\$3,012.72	\$3,103.08	\$3,196.20
SHERIFFS- COURT SERVICES	500 Third Ave, Chula Vista, CA 91910	11:00-12:00PM	Monday- Friday	\$2,925.00	\$3,012.72	\$3,103.08	\$3,196.20
SHERIFFS- COURT SERVICES	500 3rd Ave, Chula Vista, CA 91911	11:00-12:00PM	Monday- Friday	\$2,925.00	\$3,012.72	\$3,103.08	\$3,196.20
SHERIFF'S DEPARTMENT- GEORGE BAILEY DETENTION FACILITY	446 Alta Road, San Diego, CA 92158	1:00-3:00PM	Tuesday & Thursday	\$1,170.00	\$1,205.16	\$1,241.28	\$1,278.48
SHERIFF'S DEPARTMENT - SOUTH BAY DETENTION	500 3rd Ave., Chula Vista, CA 91911	11:00-12:00PM	Thursday	\$585.00	\$602.52	\$620.64	\$639.24
TREASURER/TAX COLLECTOR	1600 Pacific Hwy Room 162, San Diego CA, 92101	2:00-4:00PM	Monday- Friday	\$2,925.00	\$3,012.72	\$3,103.08	\$3,196.20
TREASURER/TAX COLLECTOR	590 3rd Ave., Chula Vista, Ca 91910	2:00-4:00PM	Monday- Friday	\$2,925.00	\$3,012.72	\$3,103.08	\$3,196.20
TREASURER/TAX COLLECTOR	200 S. Magnolia Ave, El Cajon, CA 92020	2:00-4:00PM	Monday- Friday	\$2,925.00	\$3,012.72	\$3,103.08	\$3,196.20
TREASURER/TAX COLLECTOR	141 E. Carmel St., San Marcos, CA 92078	2:00-4:00PM	Monday- Friday	\$2,925.00	\$3,012.72	\$3,103.08	\$3,196.20
TREASURER/TAX COLLECTOR	9225 Clairemont Mesa Blvd., San Diego, CA 92123	2:00-4:00PM	Monday- Friday	\$2,925.00	\$3,012.72	\$3,103.08	\$3,196.20
TOTAL MONTHLY RATES FOR THE INITIAL CONTRACT TERM - 5/1/2011 THROUGH 4/30/2012:				\$112,905.00			
TOTAL MONTHLY RATES FOR THE INITIAL CONTRACT TERM - 5/1/2012 THROUGH 4/30/2013:					\$116,291.04		
TOTAL MONTHLY RATES FOR THE INITIAL CONTRACT TERM - 5/1/2013 THROUGH 4/30/2014:						\$119,779.08	
TOTAL MONTHLY RATES FOR THE INITIAL CONTRACT TERM - 5/1/2014 THROUGH 4/30/2015:							\$123,373.44
TOTAL MONTHLY RATES FOR ENTIRE CONTRACT TERM:							\$472,348.56
TOTAL (TOTAL MONTHLY RATES FOR ENTIRE CONTRACT TERM X 48) FOR ENTIRE CONTRACT TERM:							\$9,840.60



**Summary of the Loomis Position on the RFB for Armored Car Services
County of San Diego, Treasurer Tax Collector**

RFB 4974

Due April 4, 2011

Loomis Armored US, LLC. (Loomis) appreciates the opportunity to participate in the RFP process with the County of San Diego Treasurer Tax Collector for Armored Car Services. Prior to acceptance of any specified terms and conditions, Loomis respectfully counter-proposes that the following adjustments be made in order to assure a more equitable relationship.

Review Process

All proposed Agreements and Contracts are subject to final review and approval by Loomis Corporate and Risk Management. We agree to hold pricing firm 90 days from submission date.

Contract Document

A copy of our Armored Services Agreement is included with our response. Respectfully, we believe that the terms and conditions in that document are fundamental to our ability to perform the services described. We have also reviewed the County's Standard Terms and Conditions (Section C) and the Statement of Work (Section A). Several, but not all, items from Section C will be acceptable to Loomis as they are incorporated in to our Standard Agreement. If awarded the business, we look forward to working with the County in developing mutually acceptable contract language based on the volume and scope of work, post award.

Term, Pricing & Rate Adjustments

Loomis supports a one-year initial term with the possibility of renewal options by mutual consent. There is, in the current and projected future economy, an overriding need to allow for variable adjustments in order to account for certain operating costs, especially fuel. Loomis accounts for future movements (increases and decreases) in the price of diesel fuel through a "sliding" fuel charge based on U.S. average diesel prices as measured by the U.S. Dept. of Energy. We also reserve the right to increase service fees based upon the year to year changes in the Consumer Price Index (CPI) or other applicable economic factors and to make adjustments in the event of global economic downturn or regulatory changes.

Pricing Points

The proposed pricing and rates listed are based on assumptions made on the information provided by the County during the initial RFP phase; however, additional analyses may require pricing or terms modification depending on the County' final requirements or specifications. Other unknown variables may also require reassessment of pricing and possibly lead to additional new options. As we work through the RFP process, Loomis reserves the right to continue good faith negotiations with the County in developing a successful armored courier/cash management solution.

Payment Terms

Our standard payment terms are 15 days from presentment of periodic invoice. Extended terms are 30 days from date of invoice. Loomis does not bill in arrears. Loomis' preferred methods of payment are via ACH, cash or check.

Indemnity & Liquidated Damages

It is Loomis position that indemnity be made mutual. We typically do not extend indemnity to individuals; and as such, we may not be able to agree to the indemnification language as written ("County Parties"). It is Loomis' position that we will not, as a matter of policy, accept any language that makes us liable for penalties, indirect, special, consequential, or punitive damages.

Performance Bond

Respectfully, Loomis is not in favor of providing a performance bond as we have been in business for over 150 years.

Insurance

The limits and types of insurance coverage are subject to final review and approval by Loomis Risk Management post award. That said, the amounts requested seem reasonable. Loomis' employees are not bonded and Loomis is not in favor of providing a fidelity bond. In lieu of that, however, we will agree to provide the County with evidence of all-risk (cargo / cash-in-transit) coverage in an amount of \$1,000,000 and listing the County as a loss payee. While we generally do not list customers as additional insureds, we would be willing to list the County as an additional insured on the Commercial General Liability policy but only to the extent of our negligence and willful misconduct. It is our policy not to name individuals as additional insureds (e.g., the Board of Supervisors of the County and the officers, agents, employees and volunteers). Respectfully, Loomis believes that the insurance requirements may be excessive, including seeking approval for self-insurance retention and/or deductibles. We cannot agree to provide the County with certified copies of our insurance policies. We typically do not agree to provide policy endorsements. Loomis will agree to provide a blanket CGL additional insured endorsement and a mutual waiver of subrogation. We can provide the County with a certificate of insurance for both the General Lines of insurance as well as the All Risk (Cargo) insurance.

LOOMIS RESERVES THE RIGHT TO NEGOTIATE ALL SPECIFIC CONTRACT LANGUAGE DURING THE NEGOTIATION PHASE AND PRIOR TO COMMENCING SERVICE.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
01/11/2011

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER MARSH RISK & INSURANCE SERVICES 345 CALIFORNIA STREET, SUITE 1300 CALIFORNIA LICENSE NO. 0437153 SAN FRANCISCO, CA 94104 Attn: Rowena A. Young@marsh.com S47459-ALL-LAUSI-10-11 Evid GLALW No	CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS: PRODUCER CUSTOMER ID #:														
INSURED LOOMIS ARMORED US, LLC 2500 CITYWEST BLVD., SUITE 900 HOUSTON, TX 77042	<table border="1"><thead><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr></thead><tbody><tr><td>INSURER A : Zurich American Insurance Co</td><td>16535</td></tr><tr><td>INSURER B : ACE American Insurance Company</td><td>22667</td></tr><tr><td>INSURER C : N/A</td><td>N/A</td></tr><tr><td>INSURER D : Indemnity Insurance Co of North America</td><td></td></tr><tr><td>INSURER E : N/A</td><td>N/A</td></tr><tr><td>INSURER F :</td><td></td></tr></tbody></table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Zurich American Insurance Co	16535	INSURER B : ACE American Insurance Company	22667	INSURER C : N/A	N/A	INSURER D : Indemnity Insurance Co of North America		INSURER E : N/A	N/A	INSURER F :	
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INSURER E : N/A	N/A														
INSURER F :															

COVERAGES **CERTIFICATE NUMBER:** SEA-001681543-63 **REVISION NUMBER:** 23

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> SIR \$500,000 GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC			GLO379281604	11/01/2010	11/01/2011	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 1,000,000 PRODUCTS - COMPI/OP AGG \$ 1,000,000 \$
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			ISA H0863161A	01/01/2011	01/01/2012	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DEDUCTIBLE RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N	N/A	WLR C46141088 (AOS) WLR C4614109A (AZ, CA, MA) SCF C46141106 (WI)	01/01/2011 01/01/2011 01/01/2011	01/01/2012 01/01/2012 01/01/2012	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
EVIDENCE OF INSURANCE.

CERTIFICATE HOLDER

LOOMIS ARMORED US, LLC 2500 CITYWEST BLVD., SUITE 900 HOUSTON, TX 77042	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE of Marsh Risk & Insurance Services Lori Jacinth <i>Lori A. Jacinth</i>
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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
01/10/2011

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER MARSH RISK & INSURANCE SERVICES 345 CALIFORNIA STREET, SUITE 1300 CALIFORNIA LICENSE NO. 0437153 SAN FRANCISCO, CA 94104 Attn: CONSUELO.IGLESIAS@MARSH.COM S47459-LOOMI-CARGO-10-11	CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS: PRODUCER CUSTOMER ID #:														
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INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A: (See Attached)															
INSURER B:															
INSURER C:															
INSURER D:															
INSURER E:															
INSURER F:															

COVERAGES **CERTIFICATE NUMBER:** SEA-001688129-12 **REVISION NUMBER:** 3

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DEDUCTIBLE RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N <input checked="" type="checkbox"/> N/A						WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	CARGO			SEE ATTACHED	01/01/2011	01/01/2012	LIMIT 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
EVIDENCE OF INSURANCE ONLY.

CERTIFICATE HOLDER

LOOMIS 2500 CITYWEST BOULEVARD, SUITE 900 HOUSTON, TX 77042	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE of Marsh Risk & Insurance Services William Banse
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ADDITIONAL INFORMATION

SEA-001688129-12

DATE (MM/DD/YY)
01/10/2011**PRODUCER**

MARSH RISK & INSURANCE SERVICES
345 CALIFORNIA STREET, SUITE 1300
CALIFORNIA LICENSE NO. 0437153
SAN FRANCISCO, CA 94104
Attn: CONSUELO IGLESIAS@MARSH.COM
S47459-LOOMI-CARGO-10-11

INSURERS AFFORDING COVERAGE**NAIC #****INSURED**

LOOMIS ARMORED US, LLC
2500 CITYWEST BLVD., SUITE 900
HOUSTON, TX 77042

INSURER G:

INSURER H:

INSURER I:

INSURER J:

TEXT

11. (a) Subject only to clause (b) below, in no case shall this insurance cover loss damage liability or expense directly or indirectly caused by or contributed to by or arising from the use or operation, as a means for inflicting harm, of any computer, computer system, computer software programme, malicious code, computer virus or process or any other electronic system.

(b) Where this clause is endorsed on policies covering risks of war, civil war, revolution, rebellion, insurrection, or civil strife arising there from, or any hostile act by or against a belligerent power, or terrorism or any person acting from a political motive, Clause (a) shall not operate to exclude losses (which would otherwise be covered) arising from the use of any computer, computer system or computer software programme or any other electronic system in the launch and/or guidance system and/or firing mechanism of any weapon or missile.

RADIOACTIVE CONTAMINATION, CHEMICAL, BIOLOGICAL, BIOCHEMICAL AND ELECTROMAGNETIC WEAPONS

This clause shall be paramount and shall override anything contained in this insurance inconsistent therewith

12. In no case shall this insurance cover loss damage liability or expense directly or indirectly caused by or contributed to by or arising from

12.1 ionizing radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel

12.2 the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof

12.3 any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter

12.4 the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter. The exclusion in this sub-clause does not extend to radioactive isotopes, other than nuclear fuel, when such isotopes are being prepared, carried, stored, or used for commercial, agricultural, medical, scientific or other similar peaceful purposes

12.5 any chemical, biological, bio-chemical, or electromagnetic weapon.

It is agreed for the avoidance of doubt that the foregoing clause shall not apply where the proximate cause of loss is theft.

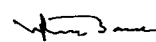
ACTS OF DIRECTORS EXCLUSION CLAUSE

This policy does not cover loss resulting directly from any dishonest or fraudulent act(s) or omission (s) of Board of Directors of the Assured except when such Board Director (s) is/are performing acts coming within the scope of the usual duties of an employee of the Assured.

CERTIFICATE HOLDER

LOOMIS
2500 CITYWEST BOULEVARD, SUITE 900
HOUSTON, TX 77042

AUTHORIZED REPRESENTATIVE
of Marsh Risk & Insurance Services
William Banse





SERVICE AGREEMENT

The following paragraphs of this Service Agreement (the "Agreement") outline the agreements and understandings by and between

LOOMIS ARMORED US, LLC
("LOOMIS")

a Texas Limited Liability Company
with offices at:
2500 City West Blvd. Ste. 900,
Houston, TX 77042.

and

("CUSTOMER")

a _____ corporation, located at,
_____,
_____.

This Agreement expresses and outlines the services, roles, and responsibilities of the parties. If additional locations are added to the scope of this Agreement, consistent terms and services will be maintained. These promises for such services and their related payments form the basis of this Agreement, made this ____ day of _____, ____.

Term: Service will begin on the ____ day of _____, ____ and shall continue for a period of two (2) year(s). At the expiration of this Agreement, this Agreement shall automatically be extended for successive like term periods unless terminated by either party on sixty (60) days written notice prior to the next anniversary date. CUSTOMER agrees that LOOMIS is the exclusive provider for these services for the facilities contained herein. It is expressly understood that this agreement contains no provision for early termination in whole or part. Either party may terminate this agreement within 5 days written notice in the event of bankruptcy, or insolvency of the other party. Loomis may terminate this agreement with 30 days written notice in the event of a material reduction or cancellation of insurance.

CUSTOMER and LOOMIS agree to the following:

Schedule for Services: Conjunctive, sequential, on route pickup and delivery of items at the following location(s) to/from CUSTOMER's designated, mutually agreed-upon location(s):

LOOMIS BRANCH	UNIT # / LOCATION	MAXIMUM LIABILITY COVERAGE	SERVICE FREQUENCY	FEE for SERVICE
_____	_____	_____ per shipment	_____ per week (_____)	_____ per month
_____	_____	_____ per shipment	_____ per week (_____)	_____ per month
_____	_____	_____ per shipment	_____ per week (_____)	_____ per month
_____	_____	_____ per shipment	_____ per week (_____)	_____ per month

Waiting Time: In the event the CUSTOMER requires additional time and LOOMIS agrees to stay, a charge of \$_____ per one (1) minute will be assessed after the first five (5) minutes. Over fifteen (15) minutes, LOOMIS may elect to depart from the CUSTOMER'S location. Should LOOMIS be requested to return, the pick-up will be rescheduled as a Special Pick-up and will be charged at an agreed to fee prior to rendering service.

Research, Special Request and Supply Fee: A fee of \$_____ per hour will be charged for research of LOOMIS' documents or receipts that have aged over sixty (60) days, unless it is determined to be solely an error of LOOMIS or the development at CUSTOMER's request custom reports or CUSTOMER special requests outside the scope of normal services referenced in Section 1. Supplies provided by LOOMIS to CUSTOMER will be charged back to CUSTOMER at LOOMIS current cost plus 1%.

Excess Item Handling: A fee of \$_____ per item is assessed when the number of items or containers exceed _____ items per shipment.

Holiday Service Fee: A fee of \$_____ will be charged for the service provided on those Holidays as listed in Section 11.

Excess Liability: A fee of \$_____ per \$1,000 or fraction thereof for any amounts which exceed the Liability Coverage per Shipment Amount.

Insurance Fee: A fee of 7% will be assessed to all services provided within this agreement.

New Account Setup Fee: \$50

CUSTOMER does not desire this Excess Liability Coverage, CUSTOMER must decline Excess Liability Coverage by initialing the box below:

☐

Decline

Reconstruction Obligations:

As explained in Section 7(c), of the Terms and Conditions, CUSTOMER has certain obligations regarding reconstruction of lost, damaged, destroyed checks or other events or items that provide an audit trail. If CUSTOMER prefers to opt-out of these reconstruction obligations, CUSTOMER must decline by initialing the box below.

☐

Decline

If CUSTOMER does NOT agree to reconstruction obligations or cannot meet its reconstruction obligations contained within Section 7(c), LOOMIS' liability for all checks contained within the shipment is limited to Ten Thousand Dollars (\$10,000.) regardless of the face value of the checks in shipment.

The undersigned individual, signing this Agreement on behalf of the CUSTOMER acknowledges, accepts and understands that these services are provided by LOOMIS under the attached Terms and Conditions, which CUSTOMER hereby acknowledges receiving, and further represents that he or she has the authority to sign the Agreement on behalf of, and to bind, the CUSTOMER.

CUSTOMER

By _____
Printed Name _____
Title _____
Date _____

LOOMIS

By _____
Printed Name _____
Title _____
Date _____

TERMS AND CONDITIONS

1. **Service:** LOOMIS agrees to pick up, receive from, and/or deliver to CUSTOMER, or any designated agent, securely sealed or locked shipments which may contain any or all of the following: currency, coin, checks, securities, or other valuables. If the shipment container(s) does not appear to be securely locked or sealed, LOOMIS reserves the right to refuse to accept such container(s) and will not receive said container(s) from the CUSTOMER or its designated agent. If LOOMIS accepts sealed container(s), LOOMIS will give CUSTOMER a receipt for said sealed container(s), transport and deliver such sealed container(s) to the consignee designated by the CUSTOMER. CUSTOMER agrees that it will not conceal or misrepresent any material fact or circumstances concerning the property delivered to LOOMIS pursuant to this Agreement. The fee payable by CUSTOMER to LOOMIS is based upon the agreed upon liability limit(s) and level(s) of service provided by LOOMIS as stated in this Agreement. If additional or special services are required, CUSTOMER and LOOMIS agree to negotiate fees for these other services. Before these other services commence, a written amendment will be attached to this Agreement confirming these additional services. If other services are provided prior to the execution of a written amendment, the fees to be charged will be the standard fees quoted for such service by LOOMIS.

2. **Billing and Payment:** CUSTOMER agrees to pay LOOMIS within fifteen (15) days of receipt invoices which shall include any applicable federal, state or local taxes. In addition, LOOMIS may, at its discretion, impose a service charge of one and one-half percent (1.5%) per month or eighteen percent (18%) per annum or such lesser rate as may be required by law, of the amount unpaid by CUSTOMER, as is due and payable to LOOMIS on all invoices not paid in full by invoice due date. CUSTOMER further agrees that undisputed portions of any invoice shall be remitted to LOOMIS in accordance with normal payment terms. However, should CUSTOMER fail to pay any undisputed amounts within thirty (30) days of the invoice date, LOOMIS may, at its sole option, terminate this Agreement upon ten (10) days written notice to CUSTOMER. CUSTOMER agrees to notify LOOMIS of dispute(s) arising from any invoice within thirty (30) days after such invoice has been presented to CUSTOMER, or else such claim shall be deemed waived. All amounts due hereunder shall be paid by cash, check or ACH unless otherwise agreed on the signature page of this Agreement.

3. **Rate Adjustment:** LOOMIS shall annually increase the service fee(s) based upon the year to year changes in the Consumer Price Index (CPI) or other applicable economic factor(s).

To account for future movements in the price of diesel fuel, up and down, LOOMIS will henceforth adjust the monthly fuel fee based on U.S. average diesel prices as measured and published by the Department of Energy (WWW.EIA.DOE.GOV). LOOMIS' established baseline is \$1.31. Any cost above the \$1.31 baseline cost will be adjusted on a monthly basis by 0.5% on price movements of 10 cents per gallon (i.e. if diesel prices rise to \$1.41, the corresponding fuel fee is increased by 0.5%). Each party will be able to monitor and keep track of the adjustments easily. The fuel fee rate change reflected on the invoice will be based on national average diesel prices published on the Department of Energy Website. The calculation is the average of the national prices for the first four Mondays of the month rounded to the next cent. The table is for reference only and as such, does not reflect the maximum rate which might be assessed.

Minimum	Maximum	Per Gallon	Fee (%)
\$4.91	\$5.00	\$.10	18.00%
\$4.81	\$4.90	\$.10	17.50%
\$4.71	\$4.80	\$.10	17.00%
\$4.61	\$4.70	\$.10	16.50%
\$4.51	\$4.60	\$.10	16.00%
\$4.41	\$4.50	\$.10	15.50%
\$4.31	\$4.40	\$.10	15.00%
\$4.21	\$4.30	\$.10	14.50%
\$4.11	\$4.20	\$.10	14.00%
\$4.01	\$4.10	\$.10	13.50%
\$3.91	\$4.00	\$.10	13.00%
\$3.81	\$3.90	\$.10	12.50%
\$3.71	\$3.80	\$.10	12.00%
\$3.61	\$3.70	\$.10	11.50%
\$3.51	\$3.60	\$.10	11.00%
\$3.41	\$3.50	\$.10	10.50%
\$3.31	\$3.40	\$.10	10.00%
\$3.21	\$3.30	\$.10	9.50%
\$3.11	\$3.20	\$.10	9.00%
\$3.01	\$3.10	\$.10	8.50%
\$2.91	\$3.00	\$.10	8.00%
\$2.81	\$2.90	\$.10	7.50%
\$2.71	\$2.80	\$.10	7.00%
\$2.61	\$2.70	\$.10	6.50%
\$2.51	\$2.60	\$.10	6.00%
\$2.41	\$2.50	\$.10	5.50%
\$2.31	\$2.40	\$.10	5.00%
\$2.21	\$2.30	\$.10	4.50%
\$2.11	\$2.20	\$.10	4.00%
\$2.01	\$2.10	\$.10	3.50%
\$1.91	\$2.00	\$.10	3.00%
\$1.81	\$1.90	\$.10	2.50%
\$1.71	\$1.80	\$.10	2.00%
\$1.61	\$1.70	\$.10	1.50%
\$1.51	\$1.60	\$.10	1.00%
\$1.41	\$1.50	\$.10	.50%
\$1.31	\$1.40	\$.10	.00%

3a. LOOMIS reserves the right in times of global economic downturn or due to changes in regulatory obligations to renegotiate rates and fees in good faith with customer. In the event that CUSTOMER refuses to consent to such adjustment(s) or fee(s), LOOMIS shall have the right to terminate this Agreement upon Thirty (30) days written notice to CUSTOMER.

4. **Liability:** LOOMIS agrees to assume the liability for any loss, according to the terms of this Agreement of the securely sealed container(s) from the time LOOMIS signs for and receives physical custody of the sealed container(s). LOOMIS' responsibility terminates when the CUSTOMER or its designated consignee takes physical possession of the sealed container(s) and signs LOOMIS' receipt. If it is impossible to complete the delivery, LOOMIS shall be responsible for any loss until the sealed container(s) is returned to the CUSTOMER or its designated agent and a signed receipt obtained. While the sealed container(s) is stored in the CUSTOMER'S premises, LOOMIS does not assume the liability for any loss. If CUSTOMER conceals or misrepresents any material fact or circumstance concerning the property or container, or the contents thereof, LOOMIS will have no liability for any loss in any way related to such fact or circumstance. LOOMIS reserves the right to take any and all action as may be reasonably necessary to prevent money laundering to the extent permitted under law or as may be required by any regulatory body that may exert a right of control over LOOMIS.

UNDER NO CIRCUMSTANCES WILL LOOMIS BE LIABLE TO THE OTHER PARTY FOR LOST PROFITS OR FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE OR EXEMPLARY DAMAGES ARISING FROM THE SUBJECT MATTER OR SERVICES OF THIS AGREEMENT, REGARDLESS OF THE TYPE OF CLAIM AND EVEN IF THAT PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES; SUCH AS, BUT NOT LIMITED TO LOSS OF REVENUE, LOSS OF INTEREST, LOST DATA, DATA TRANSPORTATION OR TRANSMISSION ERROR OR ANTICIPATED PROFITS OR LOST BUSINESS. EXCEPT FOR THE CARGO LIABILITY SPECIFIED WITHIN SECTION 4, IN NO EVENT SHALL LOOMIS' LIABILITY TO CUSTOMER ARISING OUT OF THIS AGREEMENT EXCEED THE AMOUNT REPRESENTED BY THAT PORTION OF THE SERVICE CHARGE CONTAINED HEREIN FOR THE SERVICE(S) PAID BY CUSTOMER FOR SUCH SERVICES.

5. **Excess Liability:** The following terms will apply if CUSTOMER did not decline excess liability coverage on the signature page. If LOOMIS shall accept tender of a shipment in excess of the Liability Coverage per Shipment Amount, CUSTOMER agrees to pay LOOMIS the excess liability fee set forth on the signature page. CUSTOMER, by paying this additional fee, will obtain full dollar coverage of any or all losses, subject to the other provisions of this Agreement. If CUSTOMER declines Excess Liability Coverage, liabilities covered under this Agreement are limited to the Liability Coverage per Shipment Amount.

6. **Indemnity:** CUSTOMER agrees to indemnify, defend and hold harmless LOOMIS from all claims, costs or expenses arising out of any third party's threatened or actual claim, suit, demand, garnishment or seizure of any funds or property provided by CUSTOMER hereunder that is in LOOMIS' custody due to a claim, demand or suit against CUSTOMER by such third party or through governmental seizure. LOOMIS agrees to give CUSTOMER prompt notice of any such claim, suit, demand or seizure and to provide CUSTOMER reasonable cooperation on the defense.

7. **Claim Procedures:** The following provisions shall control in the event of any loss or claim, notwithstanding anything to the contrary contained in this Agreement:

a) In the event of a loss, CUSTOMER agrees to notify LOOMIS in writing within four (4) calendar days after the loss is discovered or should have been discovered in the exercise of due care. CUSTOMER agrees that any loss shall be reported by CUSTOMER to LOOMIS within forty-five (45) days after the pick-up by LOOMIS of the securely sealed container in connection with which the loss is asserted. Unless such notice has been received by LOOMIS within this forty-five (45) day period, such claim shall be deemed waived and released by the CUSTOMER. It is agreed that both parties will work together to determine the extent of the loss, and if possible, the cause of loss.

b) The sole liability of LOOMIS (except as stated in this Agreement) in the event of a loss, from whatever cause, shall be subject to the Liability Coverage per Shipment Amount set forth in this Agreement or the Excess Liability Coverage, if not declined by the CUSTOMER.

c) Unless CUSTOMER has opted-out of its reconstruction obligations in writing above, CUSTOMER shall retain sufficient information to allow reconstruction of item(s) in the event of a loss. In addition, CUSTOMER agrees it will cooperate and assist in reconstructing lost, damaged, or destroyed items constituting a part of any loss. LOOMIS' liability, unless otherwise stated in this Agreement, shall be the payment to the CUSTOMER for the reasonable costs necessary to reconstruct the item(s), any necessary cost because of stop-payment procedures or reasonable costs associated with CUSTOMER providing information and assistance with recovery of loss. The term "Reconstruction" is defined to mean the identification of the item(s) only to the extent of determining the face amount of said item(s) and the identity of the maker or endorser of each or providing audit trail, foreign or internal network information, data, customer information or other relevant information to allow Loomis to recover any and/or all item(s) or cash associated with loss. CUSTOMER agrees in the event of a loss, that any liability of LOOMIS shall be reduced by the face value of reconstructed or recovered item(s).

d) Upon the request of LOOMIS, CUSTOMER will furnish a proof of loss to LOOMIS or its insurance carrier. Once reimbursement has been made to CUSTOMER, LOOMIS and its insurer shall receive any and all of the CUSTOMER'S rights and remedies of recovery.

8. **Limitations & Force Majeure:**

a) The CUSTOMER agrees that LOOMIS will not be liable for any loss or damage caused by or resulting from shortages claimed in the contents of the sealed or locked shipment(s), for, non-performance or delays, or for the breakage of statuary, marble, glassware, bric-a-brac, porcelains and similar fragile articles. Likewise, LOOMIS shall not be liable to CUSTOMER for failure to render service if in LOOMIS' judgment the same may endanger the safety of CUSTOMER'S property or personnel or LOOMIS' vehicles or employees.

b) It is further agreed that LOOMIS shall not be held accountable or liable for any damages or losses, caused by or resulting from illegal or fraudulent acts of CUSTOMER'S employees, agents, representatives, or third-party contractors.

c) CUSTOMER agrees that LOOMIS shall not have any liability for losses of any documentation carried by LOOMIS at CUSTOMER'S request without compensation.

d) CUSTOMER expressly understands and accepts that ownership (title) to cash transported or stored by LOOMIS shall never transfer to LOOMIS.

e) It is further agreed LOOMIS shall not be held accountable or liable for any damages or losses, whether controlled or

uncontrolled, and whether such loss be direct or indirect, proximate or remote, or be in whole or in part caused by, contributed to, or aggravated by the peril(s) for which liability is assumed by LOOMIS, resulting from:

- (i) Hostile or warlike action in time of peace or war, including action hindering, combating or defending against an actual, impending or expected attack: (1) by any government or sovereign power (de jure or de facto) or by any authority maintaining or using military, naval or air forces; or (2) by military, naval or air forces; or (3) by any agent of any such government, power, authority or forces.
- (ii) Nuclear reaction, nuclear radiation, radioactive contamination or any weapon of war employing atomic fission or radioactive force or similar means, whether in time of peace or war.
- (iii) Insurrection, rebellion, revolution, terrorist act, civil war, usurped power, or action taken by governmental authority in hindering, combating or defending against such an occurrence; seizure or destruction under quarantine or customs regulations; confiscation by order of any governmental or public authority; or risks of contraband or illegal transportation or trade.
- (iv) Acts of God, named storms, tornadoes, flood, fire, earthquake, imposter pick-up or delivery, air piracy, strikes, labor disturbances, or other conditions or circumstances beyond LOOMIS' reasonable control.

9. **Disputes:** CUSTOMER and LOOMIS agree that except for non payment of services, any controversy or claim, including any claim of misrepresentation, arising out of or related to this Agreement, or the furnishing of any service by LOOMIS to CUSTOMER, shall be settled by arbitration under the then current rules of the American Arbitration Association. The arbitrator shall be chosen from a panel of persons knowledgeable in the fields of financial institution security operations and armored car services. CUSTOMER and LOOMIS agree to equally share in the cost and fees of this resolution process. The decision and award of the arbitrator shall be final, unappealable and binding. Judgment upon the award so rendered may be entered in any court having jurisdiction thereof. Any arbitration hereunder shall be held in Houston, Texas.

10. **Container Value Limitation:** CUSTOMER acknowledges and agrees that the maximum value which LOOMIS will transport in any individual container will not exceed two hundred fifty thousand dollars (\$250,000). If the total value of a shipment which CUSTOMER seeks to tender to LOOMIS exceeds two hundred fifty thousand dollars (\$250,000), such shipment must be broken down into separate shipment containers of two hundred fifty thousand dollars (\$250,000) or less.

11. **Holiday Service:** LOOMIS agrees to provide service as stated in the Agreement with the following holiday exceptions: New Year's Day, Martin Luther King Day, President's Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Columbus Day, Thanksgiving Day, Christmas Day, federal banking and any local applicable observed holiday. Charges for service on such days will be as stated upon page 1 of this Agreement, excluding Christmas Day. LOOMIS will not provide Christmas Day service.

12. **Specials:** Unscheduled pickups or deliveries are available under the same conditions and provisions of this Agreement. Prices are quoted upon request.

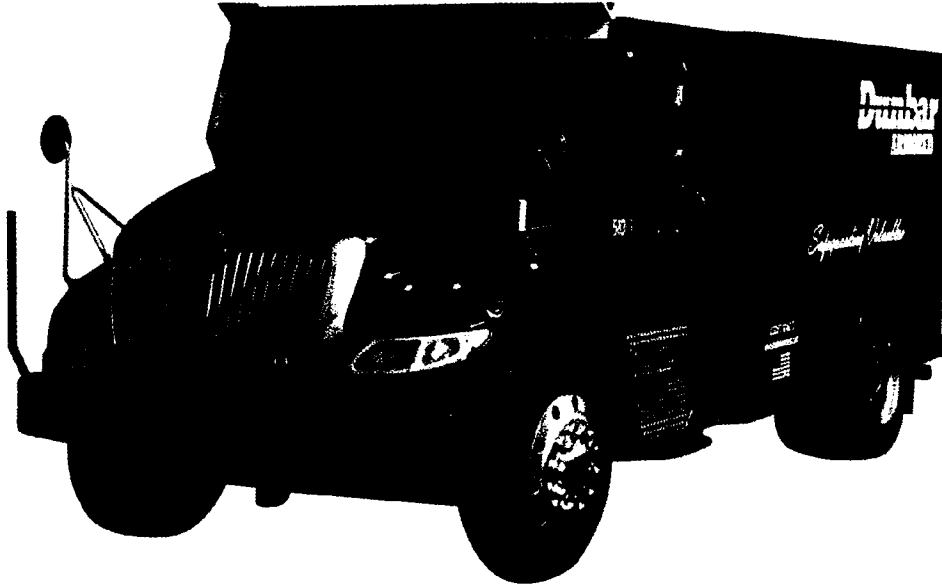
13. **Excess Liability Coverage:** LOOMIS reserves the right to refuse tender of a shipment in excess of the Liability Coverage per Shipment Amount as set forth in this Agreement.

14. **Confidentiality:** Each party receiving information (the "Receiving Party") undertakes to retain in confidence the terms of this agreement and all other non-public information, technology, materials and know-how of the other party disclosed or acquired by the Receiving Party pursuant to or in connection with this Agreement which is either designated as proprietary and/or confidential or, by the nature of the circumstances surrounding disclosure, ought in good faith to be treated as proprietary and/or confidential ("Confidential Information"). Neither party shall use any Confidential Information with respect to which it is the Receiving Party for any purpose other than to carry out the activities contemplated by this agreement. Each party agrees to use commercially reasonable efforts to protect Confidential Information of the other party, and in any event, to take precautions at least as great as those taken to protect its own confidential information of a similar nature. Each party shall also notify the other promptly in writing in the event such party learns of any unauthorized use or disclosure of any Confidential Information that it has received from the other party, and will cooperate in good faith to remedy such occurrence to the extent reasonably possible.

15. **Entire Agreement:** This Agreement: (a) shall be governed by and construed in accordance with the laws of the State of Texas without reference to conflict of laws principles; (b) constitutes the entire agreement and understanding of the parties with respect to its subject matter, except that the terms of any agreement regarding confidential information of the parties shall be deemed to be a part of this Agreement; (c) and the terms and conditions including fees set forth in it shall be treated as confidential information; (d) is not for the benefit of any third party; (e) may not be amended except by a written instrument signed by both CUSTOMER and LOOMIS; (f) may not be assigned by CUSTOMER without LOOMIS' prior written consent; (g) may be assigned by LOOMIS, provided that LOOMIS shall furnish written notice of such assignment to CUSTOMER; (h) shall be binding upon any assignees, and defined terms used in this Agreement to apply to either party shall be construed to refer to such party's assignee; (i) is the product of negotiation; (j) is subject to a contractually agreed one (1) year statute of limitations on all claims or the minimum allowable by applicable law; (k) shall not be deemed to have been drafted by either party; (l) may be executed in multiple counterparts, all of the same agreement which when taken together shall constitute one and the same instrument; (m) contains article and section headings which are for convenience of reference only and which shall not be deemed to alter or affect the meaning or interpretation of any provision of this Agreement; (n) does not make either party the agent, fiduciary or partner of the other; (o) does not grant either party any authority to bind the other to any legal obligation; (p) does not intend to nor grant any rights to any third party and (q) shall remain valid and enforceable despite the holding of any specific provision to be invalid or unenforceable, except for such specific provision. The waiver by either party of any rights arising out of this Agreement shall not cause a waiver of any other rights under this Agreement, at law or in equity. Any and all correspondence regarding this Agreement shall be delivered via certified mail (return receipt requested) or verifiable third-party courier (return receipt requested).

NEXT BID

Dunbar **ARMORED**



PROPOSAL FOR FUND PROCESSING & ARMORED TRANSPORT SERVICES

~ FOR ~



County of San Diego
RFP No. 4974

Company History

Dunbar Armored appreciates the opportunity to bid for armored transportation services for the County of San Diego. Dunbar has been performing similar service to various customers for more than 50 years, and our employees are experienced and familiar with your requirements.

Dunbar Armored, Inc., originally operating as Federal Armored Express, Inc., was incorporated in Baltimore, Maryland on May 8, 1956. Federal Armored Express, Inc. officially changed its name to Dunbar Armored, Inc. on January 1, 1996.

Dunbar is a wholly owned, privately held firm. We are not a minority owned or operated corporation. Our Dun & Bradstreet number is 02-243-6992. Dunbar has a customer base that exceeds 10,000 customers. Our corporate headquarters is located in Hunt Valley, Maryland.

Dunbar is one of the oldest armored car companies operating in the United States today. We have grown from a busy, one-truck, two-man operation into the largest independent armored car company in the nation.

Dunbar currently employs more than 5,000 people in more than 75 locations, and 27 states. Dunbar operates a fleet of 1,500 trucks, which are now approaching 1,000,000 stops per month. Through our Armored Air Division, we now provide service to more than 1,200 cities nationwide and overnight delivery to more than 100 metropolitan areas.

For more than 50 years Dunbar has provided services similar to the requirements of the County of San Diego. As a security firm we have established practices that effectively create a series of internal control policies and procedures to safeguard assets.

Customer Service

At Dunbar we place considerable emphasis on customer service and timely and accurate communication of information to our clients. Our commitment to superior customer service is the cornerstone of Dunbar's success.

Whether you communicate with us in person, by telephone, fax or over the Internet, you can be sure that your questions will be promptly handled in a professional manner.

During the course of your service, our personnel are available to discuss any concerns or questions you may have on any issue including service quality and satisfaction. Our Account Executives will also contact your personnel to solicit this information.

Our Operations and Sales staff is organized to deliver faster, more efficient and more personalized customer service. We quickly identify and resolve obstacles to productivity and address issues related to quality. At the same time, we continue to expand our customer service capabilities to provide quick problem resolution.

Staffed by our dedicated Customer Service Representatives, the Client Help Desk is designed to meet the needs of our customers. The Help Desk is located at our Headquarters facility, and is structured to ensure our ability to respond to customer inquiries in a timely fashion. Dunbar's customers can rely solely on one contact person/department to assist with any issues that may arise during the course of their service. This is a benefit that has proven to be most effective in helping not only to personalize the service provided by Dunbar Armored, but also to assure an efficient and effective resolution of customer service issues.

Dunbar Armored is able to retain our customers by continually providing service which meets or exceeds contract requirements. We provide secure transportation at a fair price. Dunbar enhances customer loyalty by continuing to develop security products and procedures to increase the protection of our customers and their deposits.

Identifying the Armored Personnel

Dunbar employees are required to wear an "All Valuables Shipment" (AVS) badge at all times while they are working. This is a system which has been recognized as an innovative advancement in the security industry. The AVS cards used throughout the network of Dunbar locations are all issued from one central location.

There are only three employees authorized to manufacture these identification cards. They are plastic cards with a scanned computer image of the employee. They cannot be forged, and they cannot be duplicated. The AVS cards our employees wear will be readily identified by the use of artwork and the logo exclusive to Dunbar Armored, Inc.

The AVS card is stored in our vault when the employee is not at work. The cards are then issued to the employees when they report to work, and are returned to the vault at the end of their shift. Our customers are assured when they observe this AVS badge their pickups are being performed by an authorized Dunbar employee. The AVS System is superior to the inefficient "signature list" method which has proven to be fallible.

Across the nation, Dunbar's superior record of secure, professional and timely deliveries coupled with personalized customer service, has made us the #1 choice of government entities, retailers, financial institutions and jewelers.

Technology

Our sales and business opportunities continue to trend upward, and we are reaching historic benchmarks in terms of personalized service and technology. Dunbar Armored utilizes hand-held scanners for processing the armored pick-up and delivery. This product allows the scanning of deposit bags rather than the manual logging of the deposit information. In addition to a more than 50-year history of providing quality service that meets or exceeds contract requirements, Dunbar provides a high level of customer service that is unique in the armored car industry.

Dunbar is always looking for better ways to service our customers. Dunbar Valu-TrakSM is our state-of-the-art system for tracking valuables and cash in transit. It is our customer access website that links together the many new technologies and services that Dunbar is deploying. Through www.dunbarvalutrak.com our customers are able to conveniently track their shipments, view deposit verification information and place change orders on line.

Full Service Organization

Dunbar - The Most Trusted Name in Security - is a full-service security organization consisting of six operating divisions that provide a complete array of services related to transporting, handling, sorting, packaging and accounting for cash and other valuables.

From Armored Car Service to Cash Processing; from Cash Validating Safes to Security Bags; from Alarms to Security Guards; Dunbar can be your source for your security needs. Because of the many other security services we have developed over the years, Dunbar is the largest family owned, full service security organization in the United States today.

In addition to armored transportation, **Dunbar Cash Vault Services** (DCVS) offers: currency and coin distribution, EZChange change order delivery, deposit verification, preparation and consolidation, cashiering, on-line detailed reporting, in-store safe programs, check encoding, ATM support services, and coin wrapping.

Dunbar Cash Vault Services verifies and consolidates deposits for multiple location clients, distributes coin and currency shipments to and from the Federal Reserve Bank for financial institutions, provides change order delivery for commercial accounts, services ATM facilities, processes food stamps, and offers a variety of other services utilizing fully automated cash counting and verification equipment. Dunbar Cash Vault Services processes over \$230 million each business day.

Insurance Coverage

There is no better insurance than the armored car "All Risk" coverage, known as transit and storage insurance, which Dunbar Armored offers. There are no exceptions, no warranties and no conditions, except the standard war and nuclear exclusion. "All Risk" armored car cargo liability will cover currency, coin, checks and other valuables against all risks of physical loss of or damage to the insured property up to your stated liability limits. Checks are subject to reconstruction.

Our armored car "All Risk" insurance will provide for the safety of all funds in our possession. The current policy limit is \$600,000,000.00 per occurrence, (through Lloyds of London). This policy also bonds our employees and provides aggregate maximum loss coverage for employee fidelity coverage as extra assurance of performance. This insurance is included in our transit and storage policy. A certificate will be issued should we be awarded a contract. The certificate will show liability limits consistent with your specifications

General Insurance Coverage

Dunbar Armored carries public liability coverage for property damage and bodily injury in the amount of \$1,000,000 for each person and \$1,000,000 for each accident, to protect our servants and agents performing work or furnishing services covered by this contract from all claims for personal injury, including loss of life, as well as from all claims for property damage which may arise from operations under this contract, whether caused by us or by anyone directly or indirectly employed by or acting for us. In addition, we have an umbrella policy covering excess liability up to \$50,000,000. A certificate of this coverage will be furnished upon contract award.

Automobile Liability

Our automobile liability policy provides bodily injury and property damage combined single limits in the amount of \$2,000,000 for each accident.

Workers' Compensation

Our Worker's Compensation coverage will be provided with statutory minimum limits.

We believe our insurance package provides what you need. We have designed it for your protection. Dunbar does not believe in a 'least amount' approach, and we have structured the "All Risk" coverage amounts to provide adequate protection based upon the potential volume of activity.

Conclusion

Guarding a customer's valuables is a serious business. A closer look at the Dunbar "advantage" will help you to realize why Dunbar is truly the "Most Trusted Name in Security." We are experts in securing valuables and can offer a complete line of processes and products to the County of San Diego.

Client References:

7-11

Darrel Timan
9771 Claremont Mesa Boulevard
San Diego CA 92124
619-933-6346

South Bay Expressway
Theresa Weekes, CPA
Chief Accounting Officer
South Bat Expressway, LP
1129 La Media Rd.
San Diego, CA 92154
Dir. 619-710-4002
tweekes@sbexpress.com

Goodwill
Jacky Brown
Sales Director
jbrown@goodwill.org
Cellular 619-871-2232

SECTION A

COUNTY OF SAN DIEGO
REQUEST FOR BID
This is not an order

MAIL OR DELIVER TO:

DEPARTMENT OF PURCHASING & CONTRACTING
COUNTY OF SAN DIEGO, RFB No. 4974
10089 WILLOW CREEK ROAD, SUITE 150
SAN DIEGO, CA 92131

AWARD WILL BE MADE TO THE LOWEST RESPONSIVE,
RESPONSIBLE BIDDER BASED ON:

- [] ALL OR NONE
[] EACH LOT
[XX] TOTAL PRICE
[] EACH ITEM
[] OTHER (SEE PRICE PAGE)

UNSPSC COMMODITY CODE: 921215.01

FOR INFORMATION, PLEASE E-MAIL

JACLYN B. SMITH AT JACLYN.BORILLO@SDCOUNTY.CA.GOV

BID OPENING DATE:

APRIL 4, 2011, 11:00 AM LOCAL TIME

RFB #4974 must be received at the above address before
11:00 AM on April 4, 2011

PLEASE STATE YOUR LOWEST PRICE

F.O.B. DESTINATION AND BRAND NAME

OR TRADE NAME IF APPLICABLE.

(PLEASE USE TYPEWRITER OR BLACK INK)

YOUR ENVELOPE MUST INCLUDE RFB NO. 4974

DESCRIPTION

The County of San Diego is requesting bids from qualified firms to provide armored car services to ensure the protection and safe transportation of the County's cash, checks, coins, or any other valuable item(s) from various County facilities to the bank on a regular basis, as required by each of locations designated by the Treasurer-Tax Collector.

The initial term will be for one (1) year with three (3) one-year option renewal option periods, through April 30, 2015, to provide armored car services in accordance with the terms & conditions and the statement of work (SOW) reflected herein.

A pre-bid conference will be held on March 14, 2011, 1:00 PM at the offices of the County of San Diego Department of Purchasing and Contracting, 10089 Willow Creek Road, Suite 150, San Diego, CA 92131. Questions regarding process will be addressed and requests for clarification related to definition or interpretation of this RFB shall be requested in writing and submitted via e-mail to jaclyn.borillo@sdcounty.ca.gov

Bidder Acknowledges Addendum No. 1 [] 2 [] 3 [] 4 [] 5 [X]

SUBJECT TO ACCEPTANCE WITHIN 90 DAYS

PAYMENT TERMS NET 30 DAYS OR % DAY Net

NAME AND ADDRESS OF BIDDER (TYPE OR PRINT)

STREET, CITY, STATE, ZIP Dunbar Armored, Inc.
50 Schilling Rd. Hunt Valley, MD 21031
TELEPHONE: NUMBER (410) 229-1826
FAX TELEPHONE: (410) 229-1711

NAME AND TITLE OF PERSON AUTHORIZED
TO SIGN OFFER:

SIGNATURE

OFFEROR DATE

E-MAIL cheryle.trojanowski@dunbararmored.com

PRINTED NAME: Russell E. Daniels
Senior VP. Admin. & Risk Mgmt.

NOTIFICATION OF AWARD -

ACCEPTANCE AS TO ITEM(S) NUMBERED:

(THIS SECTION FOR COUNTY USE ONLY)

COUNTY OF SAN DIEGO

BY:

DATE

(VC No.)

(CONTRACTING OFFICER)

TOTAL AMOUNT
P&C 600 Form

AWARD No.

NAME AND TITLE OF CONTRACTING OFFICER

SUBMIT THIS COMPLETED FORM AS THE COVER PAGE OF THE BID

REQUEST FOR BIDS (RFB) NO. 4974
COUNTY OF SAN DIEGO, TREASURER TAX COLLECTOR
ARMORED CAR SERVICES
SECTION A - REPRESENTATIONS AND CERTIFICATIONS

County of San Diego
Department of Purchasing and Contracting

REPRESENTATIONS AND CERTIFICATIONS

The following representations and certifications are to be completed, signed and returned with the offer.

1. NOT-FOR-PROFIT ORGANIZATIONS

Attach proof of status and omit Paragraph 3.

2. INTERLOCKING DIRECTORATE

In accordance with Board of Supervisors Policy A-79, if Offeror is a non-profit as indicated in paragraph 1 above, Offeror is required to identify any related for-profit subcontractors in which an interlocking directorate, management or ownership relationship exists. By submission of this offer, Offeror certifies it will not enter into a subcontract relationship with a related for-profit entity if Offeror is a non-profit entity. If Offeror is a non-profit and will be subcontracting with a related for-profit entity, Offeror must list the entity(ies) below and the contract must be approved by the Board of Supervisors

List of for-profit
entity(ies):

If more than 1, attach a separate sheet listing them all.

3. BUSINESS REPRESENTATION

3.1. DEFINITION OF A DISABLED VETERANS BUSINESS ENTERPRISE

"Disabled Veterans Business Enterprise" means a business which is at least fifty-one (51%) owned and operated by one or more veterans with a service related disability as certified by Equal Opportunity Management Office (EOMO), California Department of General Services, Office of Small Business and members of Joint Agencies Contracting Opportunities (JACO), (California Military and Veterans code, Article 6, section 999).

3.2. REPRESENTATION AS DISABLED DEBARMENT, SUSPENSION AND RELATED MATTERS

This Offeror represents as a part of this offer that the ownership, operation and control of the business, in accordance with the specific definition in 3.1, I am currently certified by (Government Agency):

Certification #:

4. CERTIFICATE REGARDING DEBARMENT, SUSPENSION AND RELATED MATTERS

Offeror hereby certifies to the best of its knowledge that neither it nor any of its officers:

4.1. Are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency; and

4.2. Have within a three (3) year period preceding this agreement been convicted of or had a civil judgment rendered against them for commission of fraud or criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; and

4.3. Are presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with the commission of any of the offenses enumerated in paragraph 4.2 of this certification; and

4.4. Have within a three (3) year period preceding this agreement had one or more public transactions (Federal, State or local) terminated for cause or default

4.5. Are presently the target or subject of any investigation, accusation or charges by any Federal, State or local law enforcement, licensing or certification body and if they are, the appropriate information is included in the proposal, as requested in the Submittal Requirements.

4.6. Contractor will report in writing to the County Department of Purchasing and Contracting within five business days of knowing or have any reason to know any change in status as certified in the preceding paragraphs 4.1 through 4.5, and that occur prior to award (in the case of bids) and contract execution (in the case of negotiated procurements).

5. CERTIFICATE OF CURRENT COST OR PRICING

This is to certify that, to the best of my knowledge and belief, cost and/or pricing data submitted with this offer, or specifically identified by reference if actual submission of the data is impracticable, is/are accurate, submission of the data is impracticable, is/are accurate, complete, and current as of the date signed below.

6. CERTIFICATE OF INDEPENDENT PRICING

By submission of this offer, each Offeror certifies, and in the case of a joint offers, each party thereto certifies as to its own organization, that in relation to this procurement

6.1. The prices in this offer have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with other Offeror; with any competitor; or with any County employee(s) or consultant(s) involved in this or related procurements; and

6.2. Unless otherwise required by law, the prices which have been quoted in this offer have not been knowingly disclosed by the Offeror and will not knowingly be disclosed by the Offeror prior to opening, in the case of a bid, or prior to award, in the case of a proposal, directly or indirectly to any other Offeror or to any competitor; and

6.3. No attempt has been made or will be made by the Offeror to induce any other person or firm to submit or not to submit an offer for the purpose of restricting competition.

7. The Offeror understands that prior to receiving a contract award from the County, the Offeror must submit a completed IRS W-9 form to provide a Federal Tax ID number, or if not available, to provide a Social Security Number (SSN).

CERTIFICATION

The information furnished in Paragraphs 1 through 7 is certified to be factual and correct as of the date submitted and this certification is made under penalty of perjury under the laws of the State of California.

Name: Russell E. Daniels

Signature: 

Title: Sr. VP Admin. & Risk Mgmt.

Date: 3/29/11

SUBMIT THIS FORM AS DIRECTED IN THE REQUEST FOR SOLICITATION DOCUMENTS OR WITH THE OFFER

DPC 201 (05-03-10)

SUBMIT THIS FORM AS DIRECTED IN THE REQUEST FOR BIDS

REQUEST FOR BIDS (RFB) NO. 4974
COUNTY OF SAN DIEGO, TREASURER TAX COLLECTOR
ARMORED CAR SERVICES
SECTION A - CONTRACT CONFLICT CERTIFICATION

THE FOLLOWING CONTRACT CONFLICT CERTIFICATION IS TO BE COMPLETED, SIGNED AND RETURNED AS DIRECTED IN THE REQUEST FOR SOLICITATION DOCUMENTS OR WITH THE OFFER. FAILURE TO COMPLY MAY RESULT IN YOUR SUBMITTAL OR YOUR OFFER BEING REJECTED.

Please attach your disclosure(s) to this certification for the following three items. If you have no disclosures please write "NONE" above the below signature block.

1. The name, contract number, and short description of all Contracts You have or have had with the County of San Diego which involves the same or similar subject matter as is involved in this procurement.
2. The name, contract number, and short description of all Contracts that any of Your employees have or have had with the County of San Diego and which involve the same or similar subject matter as is involved in this procurement.
3. The name, contract number, and short description of all Contracts that Your spouse has or has had with the County of San Diego and which involve the same or similar subject matter as is involved in this procurement.

For purposes of this certification the following terms shall be defined as:

"Contracts" means any memoranda of understanding, memoranda of agreement, letter agreements, contracts, sub-contracts, consultant agreements or agreements in any form, whether written or oral.

"You" or "Your" means i) for individuals, the individual and any partnership, corporation, or limited liability partnership of which the individual is a member or shareholder, and ii) for other legal entities, the entity itself and any partnership, corporation, or limited liability partnership of which the legal entity is a member or shareholder.

I certify under penalty of perjury under the laws of the State of California that the information attached hereto and disclosed in accordance with this certification is true and correct.

Company/Organization: Dunbar Armored, Inc.

Signature: 

Date: 3/29/11

Name: Russell E. Daniels

Title: Sr. VP. Admin. & Risk

**SUBMIT THIS FORM AS DIRECTED IN THE REQUEST FOR SOLICITATION DOCUMENTS
OR WITH THE OFFER**

**EXCEPTIONS & CLARIFICATIONS TO THE TERMS AND
CONDITIONS**

Section A Pricing Schedule

Dunbar Armored, Inc. is only bidding open window pick up from 8:00 a.m. to 4:00 p.m.

Exhibit A, No. 4 Statement of Work

"The contractor shall have all deposits delivered to the County's financial institution's Cash Vault no later than the prescribed deadline by the Cash Vault on the day of the pick-up. The current deadline for the County's financial institution is 5:00 p.m. daily. Should the Cash Vault deadline change during the contract period, the COTR will notify the contractor in writing. The contractor is expected to modify the delivery schedule to accommodate the deadline."

Please note that all major banks in the San Diego market accept deposits from armored car companies until 7:00 p.m. local time for same day credit. Dunbar will usually deliver all deposits by 6:00 p.m. and absolutely by 7:00 p.m. local time. Dunbar will not pay any penalties for late deposit deliveries nor will Dunbar accept any reduction of contract payment.

Exhibit A, No. 8 Statement of Work

"The County shall deduct 20% from any monthly payment under the contract when the Contractor fails to comply with any material requirement of the contract (e.g. failure to deliver the deposits to the Cash Vault per the prescribed deadline by the County's financial institution). The County shall increase the deduction to 40% from the monthly payment under the contract when the non-compliance reoccurs within the same billing period. The COTR shall notify the contractor in the event that the Contractor fails to complete a performance event as scheduled or fails to make sufficient progress to correct the performance."

"In addition, any failure to respond to an e-mail or phone call from the County within 8 business hours will incur a \$100 penalty per incident to be deducted from the monthly billing statement."

Dunbar Armored, Inc. is only bidding open window pick-up from 8:00 a.m. to 4:00 p.m. and will not pay any penalty or accept any reduction of contract payment. Furthermore, Dunbar's Client Help Desk is designed to meet the needs of our customers and is structured to ensure our ability to respond to customer inquiries in a timely fashion. Dunbar will not pay any penalty or accept any reduction of contract payment.

Question No. 22

Bid Questions Submitted to County of San Diego

Question asked: "Can each location identify the maker of a check in the event it is lost or stolen?"

Answer to question no. 22: "The County will discuss with the contractor regarding contract administration after contract award."

Dunbar's liability in the event of loss or damage to checks and/or cash letters shall be limited to all reasonable costs incurred by the Customer in reconstructing and obtaining replacement checks. Dunbar shall reimburse Customer for all labor expense, postage, telephone calls, stop payment fees, and any other reasonable costs directly related to reconstruction and obtaining replacement checks. Dunbar's liability shall not exceed the amount of five thousand dollars (\$5,000) face value per location. Everything else is covered for reconstruction only.

REQUEST FOR BID (RFB) #4974
COUNTY OF SAN DIEGO, TREASURER-TAX COLLECTOR
ARMORED CAR SERVICES
SECTION A - PRICING SCHEDULE

DEPARTMENT	LOCATIONS	PICK UP TIME	SERVICE DAYS	RATE PER MONTH 5/1/2011-4/30/2012	RATE PER MONTH 5/1/2012-4/30/2013	RATE PER MONTH 5/1/2013-4/30/2014	RATE PER MONTH 5/1/2014-4/30/2015
ANIMAL SERVICES	5480 Gaines Street, San Diego CA 92110	1:00-4:00PM	Tuesday-Saturday	\$285.78	\$285.78	\$314.36	\$345.79
ANIMAL SERVICES	5821 Sweetwater Road, Bonita, CA 91902	1:00-4:00PM	Tuesday-Saturday	\$285.78	\$285.78	\$314.36	\$345.79
ANIMAL SERVICES	2481 Palomar Airport Road, Carlsbad CA 92071	1:00-4:00PM	Tuesday-Saturday	\$285.78	\$285.78	\$314.36	\$345.79
AIR POLLUTION CONTROL DISTRICT	10124 Old Grove Road, San Diego, CA 92131	3:00-4:00PM	Monday- Friday	\$285.78	\$285.78	\$314.36	\$345.79
ASSESSOR/RECORDER	1600 Pacific Hwy Room 162, San Diego CA, 92101	2:00-4:00PM	Monday- Friday	\$285.78	\$285.78	\$314.36	\$345.79
ASSESSOR/RECORDER	590 3rd Ave., Chula Vista, Ca 91910	2:00-4:00PM	Monday- Friday	\$285.78	\$285.78	\$314.36	\$345.79
ASSESSOR/RECORDER	200 So. Magnolia Ave, El Cajon, CA 92020	2:00-4:00PM	Monday- Friday	\$285.78	\$285.78	\$314.36	\$345.79
ASSESSOR/RECORDER	141 E. Carmel St., San Marcos, CA 92078	1:00-3:30PM	Monday- Friday	\$285.78	\$285.78	\$314.36	\$345.79
ASSESSOR/RECORDER	9225 Clairemont Mesa Blvd., San Diego, CA 92123	11:00-2:00PM	Monday- Friday	\$285.78	\$285.78	\$314.36	\$345.79
AUDITOR & CONTROLLER-REVENUE & RECOVERY	625 Broadway, San Diego, Ca 92101	11:00-3:30PM	Monday- Friday	\$285.78	\$285.78	\$314.36	\$345.79
AUDITOR & CONTROLLER-REVENUE & RECOVERY	222 West C Street, San Diego, CA	2:00-4:00PM	Monday- Friday	\$285.78	\$285.78	\$314.36	\$345.79
AUDITOR & CONTROLLER-REVENUE & RECOVERY	3977 Ohio Street, San Diego, CA 92104	11:00-3:30PM	Monday- Friday	\$285.78	\$285.78	\$314.36	\$345.79
AUDITOR & CONTROLLER-REVENUE & RECOVERY	325 S. Melrose Dr. Ste. 2000, Vista, CA 92081	1:00-4:00PM	Monday- Friday	\$285.78	\$285.78	\$314.36	\$345.79
AUDITOR & CONTROLLER-REVENUE & RECOVERY	250 E. Main Street, El Cajon, CA 92020	10:00-12:00PM	Monday- Friday	\$285.78	\$285.78	\$314.36	\$345.79
DEPARTMENT OF CHILD SUPPORT SERVICES	220 W. Broadway, San Diego, CA 92101	3:00-4:00PM	Monday- Friday	\$285.78	\$285.78	\$314.36	\$345.79
DEPARTMENT OF CHILD SUPPORT SERVICES	325 So. Melrose Dr., Vista, CA 92081	3:00-4:00PM	Monday- Friday	\$285.78	\$285.78	\$314.36	\$345.79
ENVIRONMENTAL HEALTH	1255 Imperial Avenue, San Diego, CA	11:00-3:00PM	Monday- Friday	\$285.78	\$285.78	\$314.36	\$345.79
HEALTH & HUMAN SERVICES AGENCY - EDGEMOOR HOSPITAL	9065 Edgemoor Drive, Santee, CA	11:00-4:00PM	Monday- Friday	\$285.78	\$285.78	\$314.36	\$345.79
HEALTH & HUMAN SERVICES AGENCY	3851 Rosecrans, San Diego, CA	11:00-4:00PM	Monday- Friday	\$285.78	\$285.78	\$314.36	\$345.79
HEALTH & HUMAN SERVICES AGENCY	5201 Ruffin Road, Suite A, San Diego, CA 92123	11:00-4:00PM	Monday- Friday	\$285.78	\$285.78	\$314.36	\$345.79
HEALTH & HUMAN SERVICES AGENCY - EMERGENCY MEDICAL SERVICES	6255 Mission Gorge Road, San Diego, CA	11:00-4:00PM	Tuesday - Friday	\$218.90	\$218.90	\$240.79	\$264.87
LIBRARY	5555 Overland Ave., Bldg. 15 San Diego, CA 92123	10:00-4:00PM	Monday- Friday	\$285.78	\$285.78	\$314.36	\$345.79
PLANNING AND LAND USE	5201 Ruffin Road San Diego, CA 92123	9:00-3:00PM	Monday- Friday	\$285.78	\$285.78	\$314.36	\$345.79
PLANNING AND LAND USE	151 E. Carmel St. San Marcos, CA 92069	9:00-3:00PM	Monday- Friday	\$285.78	\$285.78	\$314.36	\$345.79
PROBATION - SOUTH BAY	1727 Sweetwater Rd., San Diego, CA 91950	7:30-4:00PM	Friday	\$71.45	\$71.45	\$78.60	\$86.45
PROBATION - JUVENILE	2901 Meadowlark Drive, San Diego, CA 92123	8:00-4:00PM	Monday- Friday	\$285.78	\$285.78	\$314.36	\$345.79
PROBATION	9444 Balboa Avenue, Suite # 500, San Diego, CA 92123	11:30-2:30PM	Monday- Friday	\$285.78	\$285.78	\$314.36	\$345.79
PROBATION - WORK PROJECT	5201 Ruffin Road Suite R, San Diego, CA 92123	2:00-4:00PM	Monday- Friday	\$285.78	\$285.78	\$314.36	\$345.79
SHERIFFS- COURT SERVICES	220 W. Broadway, San Diego, CA 92101	11:00-12:00PM	Monday- Friday	\$285.78	\$285.78	\$314.36	\$345.79
SHERIFFS- COURT SERVICES	8950 Clairemont Mesa Blvd., San Diego, CA 92123	11:00-12:00PM	Monday- Friday	\$285.78	\$285.78	\$314.36	\$345.79

REQUEST FOR BID (RFB) #4974
COUNTY OF SAN DIEGO, TREASURER-TAX COLLECTOR
ARMORED CAR SERVICES
SECTION A - PRICING SCHEDULE

DEPARTMENT	LOCATIONS	PICK UP TIME	SERVICE DAYS	RATE PER MONTH 5/1/2011-4/30/2012	RATE PER MONTH 5/1/2012-4/30/2013	RATE PER MONTH 5/1/2013-4/30/2014	RATE PER MONTH 5/1/2014-4/30/2015
SHERIFFS- COURT SERVICES	250 E. Main Street, El Cajon, CA 92020	11:00-12:00PM	Monday- Friday	\$285.78	\$285.78	\$314.36	\$345.79
SHERIFFS- COURT SERVICES	325 So. Melrose Dr. # 200, Vista, CA 92083	11:30-2:00PM	Monday- Friday	\$285.78	\$285.78	\$314.36	\$345.79
SHERIFFS- COURT SERVICES	500 Third Ave, Chula Vista, CA 91910	11:00-12:00PM	Monday- Friday	\$285.78	\$285.78	\$314.36	\$345.79
SHERIFFS- COURT SERVICES	500 3rd Ave, Chula Vista, CA 91911	11:00-12:00PM	Monday- Friday	\$285.78	\$285.78	\$314.36	\$345.79
SHERIFF'S DEPARTMENT- GEORGE BAILEY DETENTION FACILITY	446 Alta Road, San Diego, CA 92158	1:00-3:00PM	Tuesday & Thursday	\$128.60	\$128.60	\$141.46	\$155.61
SOUTH BAY DETENTION FACILITY	500 3rd Ave., Chula Vista, CA 91911	11:00-12:00PM	Thursday	\$71.45	\$71.45	\$78.60	\$86.45
TREASURER/TAX COLLECTOR	1600 Pacific Hwy Room 162, San Diego CA, 92101	2:00-4:00PM	Monday- Friday	\$285.78	\$285.78	\$314.36	\$345.79
TREASURER/TAX COLLECTOR	590 3rd Ave., Chula Vista, Ca 91910	2:00-4:00PM	Monday- Friday	\$285.78	\$285.78	\$314.36	\$345.79
TREASURER/TAX COLLECTOR	200 S. Magnolia Ave, El Cajon, CA 92020	2:00-4:00PM	Monday- Friday	\$285.78	\$285.78	\$314.36	\$345.79
TREASURER/TAX COLLECTOR	141 E. Carmel St., San Marcos, CA 92078	2:00-4:00PM	Monday- Friday	\$285.78	\$285.78	\$314.36	\$345.79
TREASURER/TAX COLLECTOR	9225 Clairemont Mesa Blvd., San Diego, CA 92123	2:00-4:00PM	Monday- Friday	\$285.78	\$285.78	\$314.36	\$345.79
TOTAL MONTHLY RATES FOR THE INITIAL CONTRACT TERM - 5/1/2011 THROUGH 4/30/2012:				\$11,064.26			
TOTAL MONTHLY RATES FOR THE INITIAL CONTRACT TERM - 5/1/2012 THROUGH 4/30/2013:					\$11,064.26		
TOTAL MONTHLY RATES FOR THE INITIAL CONTRACT TERM - 5/1/2013 THROUGH 4/30/2014:						\$12,170.69	
TOTAL MONTHLY RATES FOR THE INITIAL CONTRACT TERM - 5/1/2014 THROUGH 4/30/2015:							\$13,387.75
TOTAL MONTHLY RATES FOR ENTIRE CONTRACT TERM:							\$47,686.96
TOTAL (TOTAL MONTHLY RATES FOR ENTIRE CONTRACT TERM X 48) FOR ENTIRE CONTRACT TERM:							\$2,288,974.11



Winston F. McColl
Director

County of San Diego

Department of Purchasing and Contracting
10089 Willow Creek Road, Suite 150, San Diego, California 92131-1699

TELEPHONE (858) 537-2500
FAX (858) 715-6452

March 24, 2011

**ADDENDUM 5
REQUEST FOR BIDS (RFB) #4974
ARMORED CAR SERVICES**

This addendum provides clarifications and corrections to the RFB listed above. Questions and answers received prior to the cutoff date. Please change/revise your copy accordingly.

The due date for the submission of Bids has **NOT** been changed. Bids are to be submitted to the front desk of Purchasing and Contracting department **no later than 11:00 AM on MONDAY, April 4, 2011** at:

**COUNTY OF SAN DIEGO
OFFICE OF PURCHASING AND CONTRACTING
10089 WILLOW CREEK ROAD, SUITE 150, MAIL STOP O32
SAN DIEGO, CA 92131**

MARK THE OUTSIDE OF THE PACKAGE WITH THE NAME OF THE OFFEROR, THE RFB NUMBER AND THE SERVICE CATEGORY.

If you have any further questions, please contact Jaclyn Borillo Smith, Procurement Contracting Officer by e-mail at jaclyn.smith@sdcounty.ca.gov

Jaclyn Borillo Smith for

WINSTON F. MCCOLL, Director
Department of Purchasing and Contracting

WFM: jbs